

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH**

**ORIGINAL COMPANY JURISDICTION**

**COMPANY PETITION NO. CP (CAA) NO. \_\_\_\_\_ / OF 2023**

**CONNECTED WITH**

**COMPANY APPLICATION NO. CA (CAA) NO. 116 /MB-IV OF  
2022**

*(Under Section 230-232 of the Companies Act, 2013)*

**In the matter of the Companies Act, 2013**

**And**

**In the matter of Sections 230-232 and other applicable provisions of the  
Companies Act, 2013 read with Companies (Compromises,  
Arrangements, and Amalgamations) Rules, 2016**

**And**

**IN THE MATTER OF SCHEME OF AMALGAMATION OF:**

**ACG PHARMA TECHNOLOGIES PRIVATE LIMITED**, having  
Corporate Identification Number as U29251MH1996PTC104558 and having  
its registered office situated at 1001, Dalamal House, 10th Floor Nariman  
Point, Mumbai, Maharashtra – 400021, India.

**...Petitioner Company No. 1 / Transferor Company**

**AND**

**ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED**, having  
Corporate Identification Number as U24239MH1972PTC015632 and having  
its registered office situated at Plot No. 127, Kandivali Industrial Estate,  
Kandivali (West), Mumbai, Maharashtra – 400067, India.

**...Petitioner Company No. 2/ Transferor Company**

For ACG Pharma Technologies Pvt. Ltd.

*Rushra*  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED

*Rushra*  
AUTHORISED SIGNATORY

AND

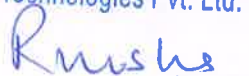
their respective Shareholders and Creditors

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For ACG PHARMA TECHNOLOGIES PVT. LTD.

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

  
Authorised Signatory

|     |  |   |           |
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**THROUGH**

*Tabrez Malawat*

**R.R. NAIR / TABREZ MALAWAT /  
SYED HAMZA/ SOURAJIT SARKAR**

E504, BLUEFIELD,

GL COMPOUND,

PACIFIC ENCLAVE,

NEAR HIRANANDANI HOSPITAL,

POWAI, MUMBAI 400076

Mobile No. 9643243451, 9892809502

Email: tabrez.malawat@theguild.co.in

**Place:** Mumbai

**Date:**

*Rur*

For ACG Pharma Technologies Pvt. Ltd.

*Rmushree*  
Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT LTD

*Rmushree*

AUTHORISED SIGNATORY

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH**

**ORIGINAL COMPANY JURISDICTION**

**COMPANY PETITION NO. CP (CAA) NO. \_\_\_\_\_ / OF 2023**

**CONNECTED WITH**

**COMPANY APPLICATION NO. CA (CAA) NO. 116 /MB-IV OF  
2022**

*(Under Section 230-232 of the Companies Act, 2013)*

**In the matter of the Companies Act, 2013**

**And**

**In the matter of Sections 230-232 and other applicable provisions of the  
Companies Act, 2013 read with Companies (Compromises,  
Arrangements, and Amalgamations) Rules, 2016**

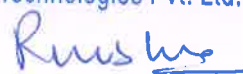
**And**

**IN THE MATTER OF SCHEME OF AMALGAMATION OF:**

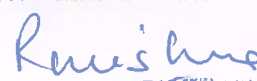
**ACG PHARMA TECHNOLOGIES PRIVATE LIMITED, having  
Corporate Identification Number as U29251MH1996PTC104558 and  
having its registered office situated at 1001, Dalamal House, 10th Floor  
Nariman Point, Mumbai, Maharashtra – 400021, India.**

**...Petitioner Company No. 1 / Transferor Company**

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

  
For ACG PHARMA TECHNOLOGIES PRIVATE LIMITED

  
AUTHORISED SIGNATORY

AND

**ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED**, having Corporate Identification Number as U24239MH1972PTC015632 and having its registered office situated at Plot No. 127, Kandivali Industrial Estate, Kandivali (West), Mumbai, Maharashtra – 400067, India.

...Petitioner Company No. 2/ Transferor Company

AND

**their respective Shareholders and Creditors**

**FORM NO. NCLT 2  
NOTICE OF ADMISSION**

Date: \_\_\_\_\_

From:

1. ACG Pharma Technologies Private Limited;
2. ACG Pam Pharma Technologies Private Limited.

To: **The Registrar**

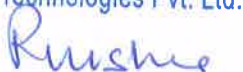
**National Company Law Tribunal (Mumbai)**

NO-1, 6th Floor, Building 1, Mahatma Gandhi Road,  
Fort, Mumbai, Maharashtra 400001

The parties named above requests that the Hon'ble Tribunal grant the following relief:

- a) Pass appropriate orders/ directions for fixing a date of hearing for disposal of this petition;
- b) Pass appropriate orders/ directions for publication of notice of hearing in the Free Press Journal, Maharashtra Edition, in English Language;

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

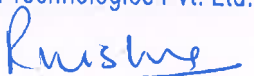
For ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED

  
AUTHORISED SIGNATORY


and Navshakti, Maharashtra Edition, in Marathi Language having wide circulation in the state of Maharashtra, as this Hon'ble Tribunal may deem fit;

- c) direct service of Notice of this Petition to the Central Government (through Regional Director – Western Region), Registrar of Companies- Mumbai, Official Liquidator – Mumbai, and Income Tax Authorities within whose jurisdiction the respective Applicant Companies are assessed to tax as per the Permanent Account Number (PAN) of the concerned company and such other sectoral regulators or authorities (if any) which are likely to be affected by the Scheme as per Section 230(5) of the Companies Act, 2013;
- d) Pass appropriate orders/directions to sanction the Scheme of Arrangement along with proposed modification in the Appointed Date as April 01<sup>st</sup>, 2023 being Annexure – E of the Company Application and declare the same to be binding on the Petitioner Companies and their respective shareholders and creditors and all persons concerned under the Scheme;
- e) Pass appropriate order/directions directing that the Petitioner Companies shall within 30 days after the date of receipt of the certified copy of the order to be made herein or within such other time as may be permitted by this Tribunal cause a certified copy thereof to be filed with the Registrar of Companies, Mumbai.
- f) Pass appropriate orders/directions for granting liberty to the Petitioner Companies to apply to this Hon'ble Tribunal for any direction(s) that may be necessary for the purpose of carrying out the Scheme or for orders in respect of such incidental, consequential and supplemental matters as are necessary to ensure that the said Scheme of Amalgamation is fully and effectively carried out;

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT. LTD.

  
AUTHORISED SIGNATORY.

- g) Pass such appropriate orders and directions under Sections 230 - 232 of the Companies Act, 2013, which may be necessary or relevant to the facts of the present petition;
- h) Pass appropriate orders and directions to condone the delay, if any, in filing of the present Petition;
- i) Such other and further orders as may be deemed fit and proper may be passed by this Tribunal.

The aforesaid reliefs are sought in terms of Section 232 read with Section 230 of the Companies Act, 2013 and the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 read with the National Company Law Tribunal Rules, 2016 and any other applicable provisions of the said Act and Rules.

**For the Following Reasons:**

- (i) The Board of Directors of the Petitioner Company No. 1/ Transferor Company and Petitioner Company No. 2/ Transferee Company have approved the Scheme in their meeting held on February 25, 2022 respectively.
- (ii) The respective Equity shareholders of Petitioner Company No. 1/ Transferor Company and Petitioner Company No. 2/ Transferee Company have already given their consent by way of affidavit to the Scheme and the meetings of the Equity Shareholders has been dispensed with by this Hon'ble Tribunal vide Order dated 01.12.2022.
- (iii) The Preference shareholders of requisite majority of Petitioner Company No. 1/ Transferor Company and Petitioner Company No. 2/ Transferee Company have already given their consent by way of affidavit to the Scheme and the meetings of the Preference Shareholders has been dispensed with by this Hon'ble Tribunal vide Order dated 01.12.2022.

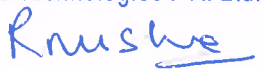
For ACG Pharma Technologies Pvt. Ltd.

Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT. LTD.  
  
AUTHORISED SIGNATORY

- (iv) The secured creditors of Petitioner Company No. 1/ Transferor Company and Petitioner Company No. 2/ Transferee Company have already given their consent by way of affidavit to the Scheme and the meetings of the Secured Creditors has been dispensed with by this Hon'ble Tribunal vide Order dated 01.12.2022.
- (v) The present Scheme is an arrangement between the Transferor Company and the Transferee Company and their respective Shareholders as contemplated under Section 230(1)(b) and not in accordance with the provisions of Section 230(1)(a) of the Companies Act, 2013 as there is no Compromise and/or Arrangement with the Unsecured Creditors of the Petitioner Companies, who will not be affected by the proposed Scheme of Amalgamation as, post the amalgamation coming into effect, the assets of the Transferee Company will be far in excess of its liabilities and accordingly the Unsecured Creditors will be paid-off in the ordinary course of business without jeopardizing their rights. Therefore, the meetings of Unsecured Creditors of the Transferor Company and the Transferee Company are not required to be convened which has been directed by this Hon'ble Tribunal vide Order dated 01.12.2022. However, this Hon'ble Tribunal vide the said Order directed Notices to all the Unsecured Creditors to be issued having outstanding dues aggregating to 90% in value of the total outstanding dues payable to such Unsecured Creditors. In compliance of the said Order dated 01.12.2022, Notices were issued to the Unsecured Creditors.
- (vi) Further, all other compliances in terms of Order dated 01.12.2022 has been carried out for which Affidavit is being filed before this Hon'ble Tribunal.
- (vii) The Scheme would, inter-alia, have the following benefits:
- a. The consolidation of operations of the Transferor Company and the Transferee Company by way of amalgamation will lead to a more efficient utilization of capital, administrative and

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

  
  
AUTHORISED SIGNATORY



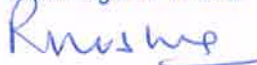
operational rationalization and promote organizational efficiencies. It will prevent cost duplication that can erode financial efficiencies of the holding structure and the resultant operations will be more cost-efficient with the achievement of greater economies of scale, reduction in overheads and improvement in various other operating parameters.

- b. The amalgamation will result in the formation of a stronger company with a larger capital and asset base and enable the combined business to be pursued more conveniently and advantageously. The amalgamation will have beneficial results for the amalgamating companies, their stakeholders and all concerned.
- c. Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the competitive position of the combined entity.
- d. Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- e. Cost savings are expected to flow from more focused operational efforts, rationalization, standardisation and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.

The Scheme shall be in the beneficial interest of the shareholders and creditors of the companies. The Scheme shall not be in any manner prejudicial to the interest of the concerned members, creditors, employees or general public at large.

In support of this Petition, the Petitioner Companies have attached an affidavit setting out the facts on which the Petitioner Companies rely.

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PRIVATE LTD.

  
AUTHORISED SIGNATORY

Name and Title of Person Signing on behalf of the Petitioner Companies:

| Particulars | Petitioner Company No. 1  | Petitioner Company No. 2  |
|-------------|---|---|
| Name        | Rashmi Mishra   | Rashmi Mishra   |
| Title       | Authorised Signatory  | Authorised Signatory  |
| Signature   |         |        |
| Address     | GARDEN TOWER, 701<br>A WING,<br>LOKHANDWALA<br>TOWNSHIP,<br>KANDIVALI, MUMBAI<br>- 400101 | GARDEN TOWER,<br>701 A WING,<br>LOKHANDWALA<br>TOWNSHIP,<br>KANDIVALI,<br>MUMBAI - 400101 |
| Tel. Nos.   | +91- 9769108078   | +91- 9769108078   |
| Fax Nos.    | NA  | NA  |
| E-mail      | rashmi.mishra@acg-<br>world.com   | rashmi.mishra@acg-<br>world.com   |

This form is prescribed under Rule 34 under National Company Law Tribunal Rules, 2016

THROUGH



**R.R. NAIR / TABREZ MALAWAT / SYED  
HAMZA/ SOURAJIT SARKAR**

E504, BLUEFIELD,  
GL COMPOUND,  
PACIFIC ENCLAVE,  
NEAR HIRANANDANI HOSPITAL, POWAI,  
MUMBAI 400076

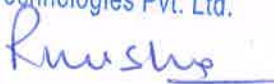
Mobile No. 9643243451, 9892809502

Email: tabrez.malawat@theguild.co.in

Place: Mumbai

Date:

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT. LTD.

  
AUTHORISED SIGNATORY

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
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**ORIGINAL COMPANY JURISDICTION**

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**IN THE MATTER OF SCHEME OF AMALGAMATION OF:**

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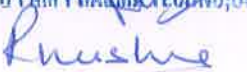
**...Petitioner Company No. 2/ Transferor Company**

**AND**

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED

  
AUTHORISED SIGNATORY

their respective Shareholders and Creditors

**MEMO OF PARTIES**

1. **ACG PHARMA TECHNOLOGIES PRIVATE LIMITED**,  
having Corporate Identification Number as  
U29251MH1996PTC104558 and having its registered office situated  
at 1001, Dalamal House, 10th Floor Nariman Point, Mumbai,  
Maharashtra – 400021, India.

.....Petitioner Company No. 1/ Transferor Company

AND

2. **ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED**  
A Company incorporated under the Companies Act, 1956 having  
Corporate Identification Number as U24239MH1972PTC015632 and  
having its registered office situated at Plot No. 127, Kandivali  
Industrial Estate, Kandivali (West), Mumbai, Maharashtra – 400067,  
India.

.....Petitioner Company No. 2/ Transferee Company

**THROUGH**

*R.R. Nair / Tabrez Malawat*

**R.R. NAIR / TABREZ MALAWAT /  
SYED HAMZA/ SOURAJIT SARKAR**  
E504, BLUEFIELD,  
GL COMPOUND,  
PACIFIC ENCLAVE,  
NEAR HIRANANDANI HOSPITAL,  
POWAI, MUMBAI 400076  
Mobile No. 9643243451, 9892809502  
Email: tabrez.malawat@theguild.co.in

Place: Mumbai

Date:

For ACG Pharma Technologies Pvt. Ltd.

*Rushy*

Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED

*Rushy*  
AUTHORISED SIGNATORY

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH

ORIGINAL COMPANY JURISDICTION

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...Petitioner Company No. 1 / Transferor Company

AND

ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED, having  
Corporate Identification Number as U24239MH1972PTC015632 and having  
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Kandivali (West), Mumbai, Maharashtra – 400067, India.

...Petitioner Company No. 2/ Transferor Company

For ACG Pharma Technologies Pvt. Ltd.

  
Anushree  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD  
  
Anushree  
AUTHORISED SIGNATORY

AND

their respective Shareholders and Creditors

**SYNOPSIS**

The present petition is being filed jointly by the Petitioner Company No. 1/ Transferor Company and Petitioner Company No. 2/ Transferee Company (collectively referred to as "**Petitioner Companies**") since all the Petitioner Companies, being desirous of proposed amalgamation, have formulated a Scheme of Amalgamation that has been duly approved by the Board of Directors of the Petitioner Companies.

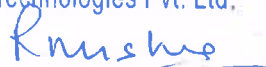
All the Petitioner Companies are registered with the Registrar of Companies, Mumbai, having its registered offices in Mumbai i.e., within the territorial jurisdiction of this Hon'ble Tribunal.

The Petitioner Companies had preferred the joint Company Application No. CA (CAA) NO. 116 /MB-IV 2022 ("**First Motion Application/ Company Application**") before this Hon'ble Tribunal, wherein it was *inter-alia* prayed for dispensation of the meeting of the Equity Shareholders, Preference Shareholders and Secured Creditors of the Petitioner Companies.


The Petitioner Companies vide the First Motion Application highlighted before this Hon'ble Tribunal that unconditional acceptance and no objection to the Scheme of Amalgamation by way of affidavit have been granted by the equity shareholders of all the Petitioner Companies and the preference shareholders of requisite majority of all the Petitioner Companies. It was further highlighted by the Petitioner Companies that unconditional acceptance and no objection to the Scheme of Amalgamation by way of affidavit have also been granted by the secured creditors of the requisite majority of all the Petitioner Companies.

The Hon'ble Tribunal allowed the said Company Application *vide* order dated December 01, 2022, *inter alia*, dispensing meeting of the

For ACG Pharma Technologies Pvt. Ltd.



Authorised Signatory

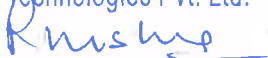
For ACG PHARMA TECHNOLOGIES PVT LTD.  
  
AUTHORISED SIGNATORY

Shareholders, Preference Shareholders and Secured Creditors of the Petitioner Company No. 1 and Petitioner Company No. 2.

The present Scheme is an arrangement between the Transferor Company and the Transferee Company and their respective Shareholders as contemplated under Section 230(1)(b) and not in accordance with the provisions of Section 230(1)(a) of the Companies Act, 2013 as there is no Compromise and/or Arrangement with the Unsecured Creditors of the Petitioner Companies, who will not be affected by the proposed Scheme of Amalgamation as, post the amalgamation coming into effect, the assets of the Transferee Company will be far in excess of its liabilities and accordingly the Unsecured Creditors will be paid-off in the ordinary course of business without jeopardizing their rights. Therefore, the meetings of Unsecured Creditors of the Transferor Company and the Transferee Company are not required to be convened. The Hon'ble Tribunal *vide* order dated December 01, 2022 directed the Petitioner Companies to serve a notice to all its Unsecured Creditors having outstanding due aggregating to 90% in value of the total outstanding dues payable to such Unsecured Creditor(s) as per the list of creditors by way of Registered Post-AD/Speed Post and by E-mail (whose Email IDs are duly registered with the Applicant Companies). Each such notice shall be issued enclosing a copy of the Scheme, and clearly indicating therein that in case the relevant Unsecured Creditor has any objection, he/she/it shall file the same before this Tribunal with a copy to the respective Applicant Companies or their Representative, within a period of 30 (thirty) days from the date of receipt of such notice.

The Hon'ble Tribunal *vide* order dated December 01, 2022 allowed to file Second Motion Petition with a direction that the Petitioner Companies to serve notice along with a copy of Scheme of Amalgamation upon the (a) Central Government through Regional Director (Western Region), Ministry of Corporate Affairs, Mumbai, (b) concerned Registrar of Companies, and (c) concerned GST Authorities (d) concerned Income Tax Authorities by disclosing the PAN numbers of all the Petitioner Companies in the title of the Second Motion Petition. This Hon'ble Tribunal was further pleased to direct the Transferor Company to serve the notice by Registered post -AD/Speed Post and Hand Delivery upon the Official Liquidator.

For ACG Pharma Technologies Pvt. Ltd.



Authorised Signatory



This Hon'ble Tribunal vide Order dated 01.12.2022, further appointed Mr. Avinash Jagdish Purohit, M/s WKD & Associates, Chartered Accountant to assist the Official Liquidator to scrutinize the books of accounts of the Transferor Company.

In the meanwhile, Petitioner Companies decided to amend the Appointed Date from April 01<sup>st</sup> 2022 to April 01<sup>st</sup> 2023 for which necessary approvals were sought and changes were carried out in the Scheme.

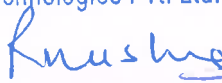
As directed by the Hon'ble Tribunal vide Order dated 01.12.2022, the Petitioner Company No. 1 and Petitioner Company No. 2 have filed an affidavit with this Hon'ble Tribunal on 26.03.2023 confirming that the directions given by the Hon'ble Tribunal regarding the issue of notices to Unsecured Creditors, Regulatory Authorities, Official Liquidator have been duly complied with.

Accordingly, the proposed Scheme of Arrangement is sought to be sanctioned by this Hon'ble Tribunal under the provision of Sections 230 to 232 of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.


Hence, the Petitioner Companies have filed the present petition inter alia praying for directions/ orders for:

- a) Pass appropriate orders/ directions for fixing a date of hearing for disposal of this petition;
- b) Pass appropriate orders/ directions for publication of notice of hearing in the Free Press Journal, Maharashtra Edition, in English Language; and Navshakti, Maharashtra Edition, in Marathi Language having wide circulation in the state of Maharashtra, as this Hon'ble Tribunal may deem fit;
- c) direct service of Notice of this Petition to the Central Government (through Regional Director – Western Region), Registrar of Companies- Mumbai, Official Liquidator – Mumbai, and Income Tax

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED


  
AUTHORISED SIGNATORY



Authorities within whose jurisdiction the respective Applicant Companies are assessed to tax as per the Permanent Account Number (PAN) of the concerned company and such other sectoral regulators or authorities (if any) which are likely to be affected by the Scheme as per Section 230(5) of the Companies Act, 2013;

- d) Pass appropriate orders/directions to sanction the Scheme of Arrangement along with proposed modification in the Appointed Date as April 01<sup>st</sup> 2023 being Annexure –E of the Company Application, and declare the same to be binding on the Petitioner Companies and their respective shareholders and creditors and all persons concerned under the Scheme;
- e) Pass appropriate order/directions directing that the Petitioner Companies shall within 30 days after the date of receipt of the certified copy of the order to be made herein or within such other time as may be permitted by this Tribunal cause a certified copy thereof to be filed with the Registrar of Companies, Mumbai.
- f) Pass appropriate orders/directions for granting liberty to the Petitioner Companies to apply to this Hon'ble Tribunal for any direction(s) that may be necessary for the purpose of carrying out the Scheme or for orders in respect of such incidental, consequential and supplemental matters as are necessary to ensure that the said Scheme of Amalgamation is fully and effectively carried out;
- g) Pass such appropriate orders and directions under Sections 230 - 232 of the Companies Act, 2013, which may be necessary or relevant to the facts of the present petition;
- h) Pass appropriate orders and directions to condone the delay, if any, in filing of the present Petition;
- i) Such other and further orders as may be deemed fit and proper may be passed by this Tribunal.

For ACG Pharma Technologies Pvt. Ltd.  
  
Authorised Signatory

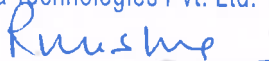
  
For ACG PHARMA TECHNOLOGIES PVT LTD.  
R. Nishu  
AUTHORISED SIGNATORY

The aforesaid reliefs are sought in terms of Section 232 read with Section 230 of the Companies Act, 2013 and the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 read with the National Company Law Tribunal Rules, 2016 and any other applicable provisions of the said Act and Rules.

#### LIST OF DATES & EVENTS

| Sl. No. | Dates             | Particulars  |
|---------|-------------------|--|
| 1.      | December 17, 1996 | Incorporation of ACG Pharma Technologies Private Limited (“APT” or “Transferor Company”)   |
| 2.      | February 21, 1972 | Incorporation of ACG Pam Pharma Technologies Private Limited (“PAM” or “Transferee Company”)   |
| 3.      | February 23, 2022 | Valuation Report prepared by Mr. Ashutosh Dwivedi, Registered Valuer having IBBI Reg. No.: IBBI/RV/06/2019/12053 describing the methodology adopted by them in arriving at and recommending the Share Exchange Entitlement Ratio.                      |
| 4.      | February 25, 2022 | The Scheme of Amalgamation has been approved by the Board of Directors of the respective Petitioner Companies in their meetings duly convened.   |
| 5.      | 12.03.2022        | The Petitioner Companies jointly filed the Company Application No. CA (CAA) NO. 116 /MB-IV 2022 before this Hon’ble Tribunal.  |
| 6.      | 01.12.2022        | The Hon’ble Tribunal allowed the said Company Application <i>vide</i> its order dated December 01, 2022, <i>inter alia</i> , dispensing meeting of the Equity Shareholders, Preference Shareholders and Secured Creditors of the Petitioner Companies. |

For ACG Pharma Technologies Pvt. Ltd.



Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT. LTD.  
  
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|     |            |  |
|-----|------------|--|
| 7.  | 20.01.2023 | Proposed Modifications has been approved by the Board of Directors of the Petitioner Company No. 1.                    |
| 8.  | 20.01.2023 | Proposed Modifications has been approved by the Board of Directors of the Petitioner Company No. 2.                    |
| 9.  | 26.03.2023 | Affidavit filed by the Petitioner Company No. 1 confirming the compliance with the directions of the Hon'ble Tribunal. |
| 10. | 26.03.2023 | Affidavit filed by the Petitioner Company No. 2 confirming the compliance with the directions of the Hon'ble Tribunal. |
| 11. |            | <b>The Petitioner Companies have jointly filed the present petition before this Hon'ble Tribunal.</b>                  |

THROUGH

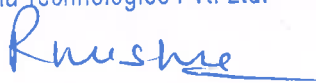


**R.R. NAIR / TABREZ MALAWAT /  
 SYED HAMZA/ SOURAJIT SARKAR**  
 E504, BLUEFIELD,  
 GL COMPOUND,  
 PACIFIC ENCLAVE,  
 NEAR HIRANANDANI HOSPITAL,  
 POWAI, MUMBAI 400076  
 Mobile No. 9643243451, 9892809502  
 Email: tabrez.malawat@theguild.co.in

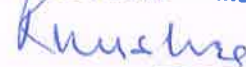
**Place:** Mumbai  
**Date:**



For ACG Pharma Technologies Pvt. Ltd.

  
 Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT LTD



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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,**

**MUMBAI BENCH**

**ORIGINAL COMPANY JURISDICTION**

**COMPANY PETITION NO. CP (CAA) NO. \_\_\_\_\_ / OF 2023**

**CONNECTED WITH**

**COMPANY APPLICATION NO. CA (CAA) NO. 116 /MB-IV OF  
2022**

*(Under Section 230-232 of the Companies Act, 2013)*

**In the matter of the Companies Act, 2013**

**And**

**In the matter of Sections 230-232 and other applicable provisions of the**

**Companies Act, 2013 read with Companies (Compromises,**

**Arrangements, and Amalgamations) Rules, 2016**

**And**

**IN THE MATTER OF SCHEME OF AMALGAMATION OF:**

**ACG PHARMA TECHNOLOGIES PRIVATE LIMITED**, having  
Corporate Identification Number as U29251MH1996PTC104558 and having  
its registered office situated at 1001, Dalamal House, 10th Floor Nariman  
Point, Mumbai, Maharashtra – 400021, India.

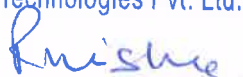
**...Petitioner Company No. 1 / Transferor Company**

**AND**

**ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED**, having  
Corporate Identification Number as U24239MH1972PTC015632 and having  
its registered office situated at Plot No. 127, Kandivali Industrial Estate,  
Kandivali (West), Mumbai, Maharashtra – 400067, India.

**...Petitioner Company No. 2/ Transferor Company**

For ACG Pharma Technologies Pvt. Ltd.



Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PRIVATE LTD.



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AND

their respective Shareholders and Creditors

JOINT PETITION UNDER SECTION 230-232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ WITH RULES OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016 SEEKING SANCTION OF THE SCHEME OF AMALGAMATION, AND SANCTION OF THE SCHEME OF AMALGMATION FOR AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

MOST RESPECTFULLY SHOWETH:

1. The present Joint Petition is filed on behalf of the Petitioner Companies namely, ACG Pharma Technologies Private Limited and ACG PAM Pharma Technologies Private Limited (hereinafter jointly referred as "**Petitioner Companies**") under Section 230-232 and other relevant provisions of the Companies Act, 2013. The object of this petition is to obtain sanction of the Hon'ble National Company Law Tribunal ("**NCLT**") to the Scheme of Amalgamation between ACG Pharma Technologies Private Limited ("**Transferor Company**") with ACG PAM Pharma Technologies Private Limited ("**Transferee Company**") and their respective shareholders and creditors (hereinafter also referred to as "**Scheme**" or "**Scheme of Amalgamation**") and sanction the Scheme. The said Scheme has a minor modification with respect to the Appointed Date. Earlier, the Appointed Date proposed was 01.04.2022 ("**Original Appointed Date**"), which has been prayed to be changed as 01.04.2023 ("**Amended Appointed Date**") for which the approval of this Hon'ble Tribunal has been sought in the present Application.
2. **ACG PHARMA TECHNOLOGIES PRIVATE LIMITED** (hereinafter referred to as "**Petitioner Company No. 1**" or "**APT**" or "**Transferor Company**"), is a private limited company within the

For ACG Pharma Technologies Pvt. Ltd.

*Ruishi*  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.  
*Ruishi*  
AUTHORISED SIGNATORY


meaning of the Companies Act, 2013, having its registered office at 1001, Dalamal House, 10th Floor Nariman Point, Mumbai, Maharashtra – 400021, India and Corporate Identity Number (“CIN”) U29251MH1996PTC104558. APT was originally incorporated as company limited by shares on December 17, 1996 under the Companies Act, 1956 under the name of “PAM-GLATT PHARMA TECHNOLOGIES PRIVATE LIMITED”. Thereafter, pursuant to Section 23 of the Companies Act, 1956, the name of the company was changed to “ACG PHARMA TECHNOLOGIES PRIVATE LIMITED” and a fresh certificate of change of name was issued to the company on January 17, 2014. The Permanent Account Number (PAN) of the company is AABCP6380Q. APT is engaged in manufacturing of fluid bed equipment, tablet coater machines, and similar equipment for pharmaceutical and nutraceutical industry. Further, APT is also providing integrated solutions for granulation, tablet coating & wash in place / clean in place systems to pharmaceutical and nutraceutical industry.

A true copy of the Certificate of Incorporation, Memorandum and Articles of Association of the Petitioner Company No. 1/ “Transferor Company”. The same is annexed with the Company Application as Annexure-A2 (Page No. 82 to 136 of the Company Application).

3. The main objects of the Petitioner Company No. 1/ Transferor Company are set out in its Memorandum of Association. They are as under:

*“1. To carry on business of manufacturing, fabricating, assembling, repairing, buying, selling, reselling, exchanging, altering, importing, exporting, hiring, letting on hire or distributing, or dealing in pharmaceutical machinery and other types of machinery including machinery for chemical and agro chemical, food and food processing, health care, ceramics and sinter dairy, and packaging industry and all components, spare parts, fittings, accessories, equipment and apparatus for use in connection therewith and to process products on such equipments.”*

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT LTD.

  
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4. The authorized, issued, subscribed and fully paid-up share capital of the Petitioner Company No.1/Transferor Company as on January 31, 2023 is as under:

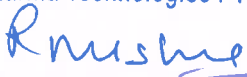
| Particulars   | Amount (in Rs.)          |
|---|--------------------------|
| Authorised Share Capital  | 5,00,00,000              |
| 5,00,000 Equity Shares of Rs. 100 each;                                     | 1,00,00,000              |
| 10,00,000 10% Redeemable Preference Shares of Rs. 10 each;                  | 20,00,000                |
| 2,00,000 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 each;    | 120,00,00,000            |
| 12,00,00,000 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 each. |                          |
| <b>Total</b>  | <b>Rs. 126,20,00,000</b> |
| Issued, Subscribed and Paid-up Capital                                      | 2,12,83,200              |
| 2,12,832 Equity Shares of Rs. 100 each;                                     | 17,49,500                |
| 1,74,950 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 each;    | 120,00,00,000            |
| 12,00,00,000 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 each. |                          |
| <b>Total</b>  | <b>Rs. 122,30,32,700</b> |

5. The board of directors of the Transferor Company comprise the following directors as on January 31, 2023:

- (i) Mr. Karan Jasjit Singh;
- (ii) Mr. Jasjit Daljit Singh;
- (iii) Mr. Ajit Daljit Singh; and
- (iv) Mr. Shaju Kunjuvareed Thommana

The board of directors of the Transferor Company has not undergone any changes in its constitution as on date of filing this Joint Petition.

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

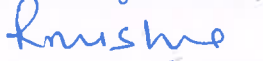
For ACG PHARMA TECHNOLOGIES PVT LTD  
  
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The audited financial statements of the Petitioner Company No. 1/ Transferor Company as on March 31, 2022, the same is enclosed with the Company Application as **Annexure-A3** (Page no. 137 to 215 of the Company Application).

6. That the Petitioner Company No. 1 / Amalgamated Company/ Resulting Company has been regularly filing its annual return with the ROC. A copy of the last annual return filed with the ROC along with the copy of master data of the Transferor Company as obtained from the website ([www.mca.gov.in](http://www.mca.gov.in)) are collectively enclosed with the Company Application as **Annexure-A4** (Page no. 216 to 230 of the Company Application).
7. **AGC PAM Pharma Technologies Private Limited** (hereinafter referred to as “**Petitioner Company No. 2**” or “**PAM**” or “**Transferee Company**”), is a private limited company within the meaning of the Companies Act, 2013, having its registered office at Plot No. 127, Kandivali Industrial Estate, Kandivali (West), Mumbai, Maharashtra – 400067, India and Corporate Identity Number (“CIN”) U24239MH1972PTC015632. PAM was originally incorporated as company limited by shares on February 21, 1972 under the Companies Act, 1956 under the name of “PAM PHARMACEUTICAL AND ALLIED MACHINERY COMPANY PRIVATE LIMITED”. Thereafter, pursuant to Section 23 of the Companies Act, 1956, the name of the company was changed to “ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED” and a fresh certificate of change of name was issued to the company on June 23, 2010. The Permanent Account Number (PAN) of the company is AAACP4776H. PAM is engaged in the business of manufacturing capsule-filling machines, tablet presses, blister packing and cartoning machines for pharma and non-pharma companies globally.

A true copy of the Certificate of Incorporation, Memorandum and Articles of Association of the Petitioner Company No. 2/ “Transferee

For ACG Pharma Technologies Pvt. Ltd.

  
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For ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED  
  
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Company” are enclosed collectively with the Company Application as Annexure-A5 (Page no. 231 to 311 of the Company Application).

8. That the main objects of the Petitioner Company No.2/Transferee Company are set out in its Memorandum of Association. They are as under:

*“1. To carry on business of manufacturing, fabricating, assembling, repairing, buying, selling, reselling, exchanging, altering, importing, exporting, hiring, letting on hire or distributing of dealing in pharmaceutical machinery, textile machinery, automobile machinery and other types of machinery and all component parts, spare parts, accessories, equipment and apparatus for use in connection therewith.*

*2. To carry on the business of manufacturing, fabricating, assembling, repairing, buying, selling, reselling, exchanging, altering, importing exporting, hiring, letting on hire, distributing or dealing in filing and sealing machinery dies, printing machines, calculating machines, computers and processing machinery.*

*3. To carry on the business of founders, mechanical engineers and manufacturers of all types of machinery, used on pharmaceutical industry, tool makers, brass founders, metals workers, machinists, iron and steel covertors, smiths wood workers, plastic goods manufacturers, builders, painters, metallurgists, electrical engineers, water supply engineers, gas makers, farmers, printers, carriers and merchants and to buy, sell, manufacture, repair, convert, alter, let on hire, and deal in machinery, implements and hardware of all kinds in relation to the above products.*

*4. To carry on the business of manufacturers of and dealers in machinery and plant and in particular, machine tools and implements and to manufacture, produce, repair, alter, convert, recondition, prepare for sale, buy, sell, hire, import, export, let on hire, trade, and deal in machine tools and implements, other machinery, plant, equipment, articles, apparatus,*

For ACG Pharma Technologies Pvt. Ltd.

*Rushna*  
Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT. LTD.

*Rushna*  
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*appliances, component parts, accessories, fitting and things in any stage or degree of manufacture, process or refinement.*

5. *To carry on business a manufactures and makers of and dealers in metal, wood, enamel, articles and things of every description and king and to carry on and conduct workshops, engineering works of every description and kind, users in above products and foundries of iron, brass, and other metals, wood and any other substances and to buy, sell, manipulate and deal both wholesale and retail in such products, commodities, goods, articles and things for the purpose of the business of the company.*

6. *To carry on business as manufacturers, packers, processors of and dealers in any type of chemicals, dyes, pharmaceuticals, medicines, drugs, manures and fertilisers.*

7. *To work as chemists and druggists, analytical chemists, dry salters, oil and colour men, importers, exporters and manufactures of and dealers in heavy chemicals, alkalis, acids drugs, tannins, essences, pharmaceuticals, photographical, sizing, medicinal, chemical, industrial and other preparations and articles of any nature and kind whatsoever, mineral and other water, cements, oils, paints, pigments and varnishes, compound, drugs, dyestuffs, organic or mineral, intermediates, paint and colour grinders, makers of and dealers in proprietary articles of all kinds, and of electrical, chemical, photographical, surgical, and scientific apparatus and materials. ”*

9. The authorized, issued, subscribed and fully paid-up share capital of the Petitioner Company No. 2 as on January 31, 2023 is as under:

| Particulars  | Amount (in Rs.) |
|--|-----------------|
| <b>Authorised Share Capital</b>                              |                 |
| 27,52,100 Equity Shares of Rs. 100 each;                     | 27,52,10,000    |
| 8,45,00,000 10% Redeemable Preference Shares of Rs. 10 each; | 84,50,00,000    |
|  | 60,50,00,000    |

For ACG Pharma Technologies Pvt. Ltd.

*Rmishra*  
Authorised Signatory

For ACG-PAM PHARMA TECHNOLOGIES PVT LTD

*Rmishra*  
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|  |                          |
|--|--------------------------|
| 6,05,00,000 11% Redeemable Preference Shares of Rs. 10 each  |                          |
| <b>Total</b>   | <b>Rs. 172,52,10,000</b> |
| <b>Issued Subscribed and Paid – up Capital</b>               |                          |
| 24,444 Equity Shares of Rs. 100 each;                        | 24,44,400                |
| 1,96,68,876 10% Redeemable Preference Shares of Rs. 10 each; | 19,66,88,760             |
| 3,53,20,881 11% Redeemable Preference Shares of Rs. 10 each  | 35,32,08,810             |
| <b>Total</b>   | <b>Rs. 55,23,41,970</b>  |

10. The board of directors of the Transferee Company comprise the following directors as on September 30, 2023:

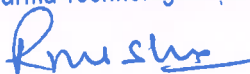
- (i) Mr. Karan Jasjit Singh;
- (ii) Mr. Jasjit Daljit Singh;
- (iii) Mr. Ajit Daljit Singh; and
- (iv) Mr. Rajesh Ramanunni Menon

The board of directors of the Transferee Company has not undergone any change in its constitution as on the date of filing of this Joint Petition.

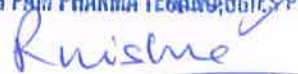
The audited financial statements of the Petitioner Company No. 2/ Transferee Company as on March 31, 2021 is enclosed with the Company Application as Annexure-A6 (Page no. 312 to 411 of the Company Application).

11. That the Petitioner Company No. 2/ Transferee Company has been regularly filing its annual return with the ROC. A copy of last annual return filed with the ROC along with the copy of master data of the Transferee Company as obtained from the website ([www.mca.gov.in](http://www.mca.gov.in))

For ACG Pharma Technologies Pvt. Ltd.

  
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For ACG PAM PHARMA TECHNOLOGIES PVT LTD

  
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are collectively enclosed with the Company Application as Annexure -A7 (Page no. 412 to 427 of the Company Application).

12. The Petitioner Companies most humbly submit that the present petition is preferred under Sections 230-232 of the Companies Act, 2013 read with the National Company Law Tribunal Rules, 2016 along with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. The registered office of the Petitioner Companies is situated in the State of Maharashtra, which is within the jurisdiction of this Hon'ble Tribunal.
13. That the Scheme of Amalgamation having Original Appointed Date has been approved by the Board of Directors of the Petitioner Company No. 1/ Transferor Company. Copy of the Board Resolution of the Petitioner Company No. 1/ Transferor Company approving the Scheme of Amalgamation are enclosed collectively with the Company Application as Annexure - A8 (Page no. 428 to 430 of the Company Application)
14. That the Scheme of Amalgamation having Original Appointed Date has been approved by the Board of Directors of the Petitioner Company No. 2/ Transferee Company. Copy of the Board Resolution of the Petitioner Company No. 2/ Transferee Company approving the Scheme of Amalgamation are enclosed collectively with the Company Application as Annexure- A9 (Page no. 431 to 433 of the Company Application).
15. It is submitted that the Statutory Auditor of the all the Petitioner Companies has certified that the accounting treatment of the Scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013. Copies of the certificates issued by the statutory auditor of the Petitioner Companies are collectively annexed with the Company Application and marked as Annexure-A10 (Page no. 434 to 435 of the Company Application) and Annexure - A11 (Page no. 436 to 437 of the Company Application).

For ACG Pharma Technologies Pvt. Ltd.

  
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For ACG PAM PHARMA TECHNOLOGIES PVT

  
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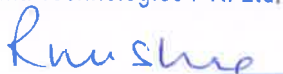
16. It is submitted that the provisions of the Competition Commission Act, 2002 is not applicable to the present Scheme and hence no notice is required to be served on the Competition Commission of India.
17. It is further submitted that no notice is required to be served on the Reserve Bank of India as provisions of FEMA Act are not attracted in the present Scheme of Arrangement.
18. The material provisions extracted from the proposed Scheme are as under:

**B. Rationale for the Scheme**

The amalgamation of the Transferor Company with the Transferee Company would inter alia have the following benefits:

- a. The consolidation of operations of the Transferor Company and the Transferee Company by way of amalgamation will lead to a more efficient utilization of capital, administrative and operational rationalization and promote organizational efficiencies. It will prevent cost duplication that can erode financial efficiencies of the holding structure and the resultant operations will be more cost-efficient with the achievement of greater economies of scale, reduction in overheads and improvement in various other operating parameters.
- b. The amalgamation will result in the formation of a stronger company with a larger capital and asset base and enable the combined business to be pursued more conveniently and advantageously. The amalgamation will have beneficial results for the amalgamating companies, their stakeholders and all concerned.
- c. Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the competitive position of the combined entity.

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.

  
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- d. Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- e. Cost savings are expected to flow from more focused operational efforts, rationalization, standardisation and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.


In view of the aforesaid, the Board of Directors of the Transferor Company and the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Company with the Transferee Company in order to benefit the stakeholders of both the companies. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire Undertaking (as defined below) and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 230 to Section 232 and other relevant provisions of the Act.

### C. Parts of the Scheme

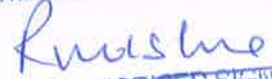
This Scheme of Amalgamation is divided into the following parts:

- (i) Part I deals with definitions of the terms used in this Scheme of Amalgamation and sets out the share capital of the Transferor Company and the Transferee Company;
- (ii) Part II deals with the transfer and vesting of the Undertaking (as defined below) of the Transferor Company to and in the Transferee Company;

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

  
For ACG PHARMA TECHNOLOGIES PVT. LTD.

  
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- (iii) Part III deals with the Consideration i.e., issue of new equity shares and preference shares by the Transferee Company to the eligible members of the Transferor Company;
- (iv) Part IV deals with the accounting treatment for the amalgamation in the books of the Transferee Company and dividends;
- (v) Part V deals with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

## PART I

### DEFINITIONS AND SHARE CAPITAL

#### 3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modifications approved or imposed or directed by NCLT or Governmental Authority shall be operative from the Appointed Date but shall be effective from the Effective Date.


## PART II


### TRANSFER AND VESTING OF UNDERTAKING

#### 4. TRANSFER OF UNDERTAKING

- 4.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be made, done

For ACG Pharma Technologies Pvt. Ltd.

  
Anushma  
Authorised Signatory

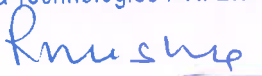
 For ACG PHARMA TECHNOLOGIES PVT LTD


  
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or executed so as to become, as and from the Appointed Date, the Undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

- 4.2. Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire Undertaking(s) of the Transferor Company, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets, tangible or Intangible assets (whether or not recorded in the books of account of the Transferor Company) of the Transferor Company comprising, amongst others, all freehold land, leasehold land, building, plants, motor vehicles, manufacturing facilities, laboratories receivables, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, containers, telephones, telex, facsimile and other communication facilities and business licenses, licenses under Factories Act, manufacturing licenses, permits, deposits, authorisations, approvals, recognitions and registrations granted by the Department of Scientific & Industrial Research to the in-house research and development units established, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret, brands, registrations, licenses including other intellectual property rights, proprietary rights, title, interest, contracts, no objection certificates, deeds, bonds, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages and benefits, approvals, filings, dossiers, copyrights, industrial designs, trade secrets, know-how, data, formulations, technology, methodology, manufacturing procedures and techniques, test procedures, brand names, trade

For ACG Pharma Technologies Pvt. Ltd.

  
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names and domain names, and all other interests in connection with or relating to and product registrations, applications and authorisations for product registrations, and all other interests exclusively relating to the goods or services, shall, under the provisions of Sections 230 to 232 of the Act, and pursuant to the orders of the NCLT sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking(s) of the Transferee Company.

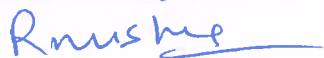
**4.3. Transfer of Assets:**

4.3.1. Without prejudice to the generality of Clause 4.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

4.3.1.1. All the assets and properties comprised in the Transferor Company of whatsoever nature and wheresoever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company.


4.3.1.2. Without prejudice to the provisions of Clause 4.3.1.1 above, in respect of such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.

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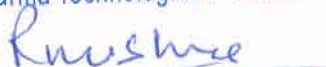
  
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4.3.1.3. In respect of movables other than those dealt with in Clause 4.3.1.2 above including sundry debts, receivables, bills, credits, loans and advances of the Transferor Company, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any Company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.

4.3.1.4. All interests of the Transferor Company in their respective subsidiaries and associates as on the Appointed Date will become the interests, subsidiaries and associates of the Transferee Company.

4.3.1.5. All the licenses, permits, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

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4.3.2. The Transferor Company shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by NCLT under and in accordance with Sections 230 and 232 and all other applicable provisions, if any, of the Act, the said debtors should pay to the Transferee Company the debt, loan or advance or make the same on account of the Transferor Company and the right of the Transferor Company to recover or realize the same stands extinguished.

4.3.3. All assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the respective Transferor Company, and all assets and properties which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme. Provided, however, that no onerous assets shall have been acquired by the Transferor Company after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

#### 4.4. Transfer of Liabilities:

4.4.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities relating to and comprised in the Transferor Company including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or

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utilised for its business activities and operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.

4.4.2. All debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, whether or not provided in the books of the respective Transferor Company, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.

4.4.3. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged or satisfied by the Transferor Company after the Appointed Date and prior to the Effective

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Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.

- 4.4.4. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

## 6. LEGAL PROCEEDINGS

On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertaking, in the same manner and to the same extent as would or might have been initiated by the Transferor Company as the case may be, had the Scheme not be made; If any suit, appeal or other proceedings relating to the Undertaking, of whatever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Undertaking or by anything contained in this Scheme but the proceedings maybe continued, prosecuted and enforced by or against the

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Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

**PART III**  
**CONSIDERATION**

**10. ISSUE OF SHARES BY THE TRANSFEE COMPANY**

- 10.1. Upon the Scheme coming into effect and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot to each member/ shareholders of the Transferor Company whose name is recorded in the register of members / shareholders as on the Record Date (or to their respective heirs, executors, administrators or other legal representatives or the successors-in-title, as the case may be), the following shares:

“11 (Eleven) Equity shares of face value Rs. 100 (One Hundred) each of the Transferee Company as fully paid up for every 1000 (One Thousand) Equity shares of face value Rs. 100 (One Hundred) each of the Transferor Company to the equity shareholders of the Transferor Company holding equity shares in the Transferor Company”

“1 (One) 12% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferee Company as fully paid up for every 1 (One) 12% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferor Company to such redeemable preference shareholders of the Transferor Company holding 12% Non-Cumulative Redeemable Preference Shares in the Transferor Company”

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“1 (One) 9% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferee Company as fully paid up for every 1 (One) 9% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferor Company to such redeemable preference shareholders of the Transferor Company holding 9% Non-Cumulative Redeemable Preference Shares in the Transferor Company”

It is clarified that no cash consideration shall be paid by the Transferee Company to the Transferor Company or its shareholders.


- 10.2. The aforesaid ratio for the issue of shares by the Transferee Company against the shares held by the shareholders in the Transferor Company is based on the recommendations made in the Share Entitlement Report dated February 23, 2022 issued by Mr. Ashutosh Dwivedi, Registered Valuer.
- 10.3. The redeemable preference shares shall be issued and allotted to the redeemable preference shareholders of the Transferor Company pursuant to Clause 10.1 above as per the Terms and Conditions set out in the Schedule I and Schedule II hereto.
- 10.4. Pursuant to the Scheme, the shares of the Transferor Company held by its equity shareholders and preference shareholder (if any), shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. The said equity shares and preference shares of Transferor Company held in physical form shall be deemed to have been automatically cancelled without any requirement to surrender the certificates for shares held by the shareholders of the Transferor Company.

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- 10.5. Any fractional entitlement arising out of the issue and allotment of the shares (both equity shares and redeemable preference shares) issued by the Transferee Company pursuant to Clause 10 of the Scheme, shall be rounded up to the next integer and be issued free from all liens, charges, equitable interests, encumbrances and other third-party rights of any nature whatsoever.
- 10.6. The Equity Shares in the Transferee Company to be issued to the shareholders of the Transferor Company shall be subject to the Memorandum and Articles of Association of the Transferee Company and the Equity Shares so issued shall rank pari-passu in all respects with the existing Equity Shares of the Transferee Company.
- 10.7. In the event of there being any pending share transfers/transmission, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferor Company shall be empowered, in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Transferor Company, as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor/transferee of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company upon the effectiveness of the Scheme. The Board of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Transferee Company on account of difficulties faced in the transition period.
- 10.8. The shares (both equity shares and redeemable preference shares) to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of the Transferee Company and shall be deemed to be in compliance

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with the Act, and other notifications, guidelines issued by the statutory/regulatory authorities in India.

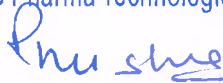
10.9. Approval of the Scheme by the shareholders of Transferee Company shall be deemed to be due compliance of the provisions of section 42, 62 if any and other relevant or applicable provisions of the Companies Act, 2013 and Rules made thereunder for the issue and allotment of the Equity shares by Transferee Company to the shareholders of Transferor Company as provided hereinabove.

10.10. Notwithstanding anything contrary contained herein, the Transferor Company and Transferee Company are allowed to redeem the Preference Shares held by the shareholders before the Effective Date as per the terms and conditions on which the Preference Shares were issued. No provisions of the Scheme shall be construed in any manner which restrict the Transferor Company and Transferee Company for redemption of Preference Shares as per the terms and conditions on which the Preference Shares were issued.


#### **11. INCREASE AND RECLASSIFICATION IN AUTHORISED SHARE CAPITAL**

11.1. Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act of deed, and without payment of any registration or filing fee on such combined Authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Clause V of the Memorandum of Association of the Transferee Company shall stand altered in the manner as provided below.

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11.2. It further clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as maybe required under the Act.

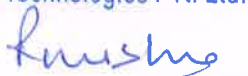
11.3. Upon the Scheme becoming effective, Clause V of the Memorandum of Association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and substituted pursuant to Section 13 and other applicable provisions of the Act, as set out below:

“The Authorised Share Capital of the Company is Rs. 298,72,10,000 (Rupees Two Hundred Ninety-Eight Crore Seventy-Two Lakh Ten Thousand only) divided into 32,52,100 (Thirty-Two Lakh Fifty-Two Thousand One Hundred) Equity Shares of Rs. 100 (Rupees One Hundred only) each, 8,55,00,000 (Eight Crores Fifty-Five Lakh) 10% Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each, 6,05,00,000 (Six Crore Five Lakh) 11% Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each, 2,00,000 (Two Lakh) 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each, and 12,00,00,000 (Twelve Crore) 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each.”

11.4. The increased authorized share capital of the Transferee Company shall be available for the issuance of shares, if any, for discharge of the Consideration in accordance with the Scheme.

11.5. It is hereby clarified that the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient and no further resolution(s) under Section 13, 14, 61, 64 or any other applicable provisions of the Act, would be required to be separately passed. Transferee Company shall file

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the amended copy of its Memorandum of Association and Articles of Association and all requisite forms and complete the compliance and procedural requirements under the Act, if any, to give effect for such increase in the Authorized Share Capital with the Registrar of Companies.

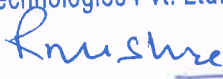
- 11.6. It is hereby clarified that for the purposes of increasing the Authorized Share Capital in Memorandum of Association in accordance, the sanction of the NCLT shall be deemed to be sufficient.

#### **PART IV ACCOUNTING TREATMENT**

#### **12. ACCOUNTING TREATMENT**

- 12.1. Upon the Scheme coming into effect from the Appointed Date, Transferee Company shall account in its books of accounts as mentioned under and in accordance with the Indian Accounting Standard (IND AS) 103 (Appendix C- Business combinations for entities under common control) for Business Combination prescribed under Section 133 of the Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles, as may be amended from time to time.
- 12.2. Comparative accounting period presented in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period in the financial statements.
- 12.3. Please note it is hereby clarified that in case of any difference in the accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed

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by the Transferee Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.

- 12.4. Upon the Scheme coming into effect from the Appointed Date, the Transferor Company shall stand dissolved, hence no accounting treatment is prescribed for the Transferor Company pursuant to this Scheme.
- 12.5. The amalgamation of Transferor Company with the Transferee Company in terms of this Scheme shall take place with effect from the Appointed Date and shall be in accordance with the provisions of Section 2(1B) of the Income Tax Act, 1961.
- 12.6. Notwithstanding the above, the Transferee Company, in consultation with their statutory auditors, are authorized to account for this Scheme and effect thereof in any manner whatsoever as may be deemed fit in accordance with the applicable accounting standards as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles.

A copy of Valuation Report prepared by Ashutosh Dwivedi, Registered Valuer having IBBI Reg. No.: IBBI/RV/06/2019/12053 describing the methodology adopted by them in arriving at and recommending the Share Exchange Entitlement Ratio is annexed with the Company Application and marked as Annexure A -12 (Page no. 438 to 447 of the Company Application)

19. To the knowledge of the Petitioner Companies, no winding up proceedings have been filed or are pending against the Petitioner Companies under the Companies Act, 2013 or under the corresponding provisions of the Companies Act, 1956.

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20. That the Petitioner Companies hereby declares that the proposed Scheme of Arrangement being filed herein is not a Corporate Debt Restructuring Scheme and hence a Creditor's responsibility statement and the other requirements as stipulated in Section 230(2)(c) of the Act are not applicable to the present case
21. No investigation has been instituted or is pending in relation to the Petitioner Companies under Chapter XIV of the Act or under the corresponding provisions of under Section 210 to 226 Companies Act, 2013 as well as Section 235 to 251 of the Companies Act, 1956. Further, no proceedings are pending under the Act or under the corresponding provisions of the Companies Act, 1956 as well as Companies Act, 2013 against the Petitioner Companies.
22. The Scheme does not violate, override or circumscribe any provisions of the Companies Act, 2013 and the Rules, Regulations and the Guidelines made under the said Act.
23. That the Scheme of Amalgamation is not intended, in any manner, to have any beneficial effect on the material interest, if any, of the Directors of any of the Petitioner Companies, except to the extent of their shareholdings, if any.
24. That the Scheme will not adversely affect the rights or interest of any creditor (whether secured or unsecured) of the Petitioner Companies or their respective shareholders, in any manner whatsoever.
25. That the Scheme of Amalgamation does not involve any compromise with the creditors of any of the Petitioner Companies in any manner whatsoever. As such, the Scheme of Amalgamation does not in any manner adversely affect the interests of any of the creditors of the Petitioner Companies. Due provisions have been made for payment of all their liabilities as and when the same fall due in the usual course.
26. That the auditors of the Petitioner Companies have not disclosed any mismanagement in its affairs.

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27. The Petitioner Companies had preferred the Joint Company Application No. CA (CAA)/116/MB-IV/2022 before this Hon'ble Tribunal, wherein it was *inter alia* prayed for the dispensation of the meeting of the Equity Shareholders, Preference Shareholders, Secured Creditors and Unsecured Creditors of the Petitioner Companies.
28. That this Hon'ble Tribunal was pleased to allow the said Company Application vide order dated 01.12.2022, *inter alia*, dispensing the convening of meetings of the Equity Shareholders, Preference Shareholders, Secured Creditors and Unsecured Creditors of the Petitioner Companies. A copy of the said Order dated 01.12.2022 is enclosed herewith and marked as Annexure – A.
29. The Order dated December 1, 2022, directed the Petitioner Companies herein to serve notices along with copy of the Scheme of Amalgamation to all their respective Unsecured Creditors having outstanding dues aggregating to 90% in value of the total outstanding dues payable to such Unsecured Creditors by way of Registered Post-AD/ Speed Post and by E-mail. The Hon'ble Tribunal noted that the said notices shall clearly indicate that whether any Unsecured Creditor has any object, he/ she/ it shall file the same before this Hon'ble Tribunal with a copy to the respective Petitioner Company, within a period of 30 (thirty) days from the date of receipt of such notice.
30. This Hon'ble Tribunal further directed the Petitioner Companies to serve notices along with a copy of Scheme of Amalgamation upon the following authorities;
- a. The Central Government through the officer of the Regional Director (Western region), Ministry of Corporate Affairs, Mumbai;
  - b. Concerned GST Authorities;
  - c. Concerned Income Tax Authority at below stated address under which the respective Transferor Company's and the

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Transferee Company's assessments are made, clearly indicating the PAN of the company concerned;

| Name of the Company                         | Permanent Account Number | Income Tax Jurisdiction   |
|---|--------------------------|---------------------------|
| ACG Pharma Technologies Limited             | AABCP6380Q               | CIRCLE 3(1)(1),<br>MUMBAI |
| ACG Pam Pharma Technologies Private Limited | AAACP4776H               | CIRCLE 4(1)(1),<br>MUMBAI |

- d. The concerned Registrar of Companies, each in terms of Section 230 (5) of the Companies Act, 2013, read with Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 ("**Companies Rules, 2016**").
31. In addition to the above, the Transferor Company vide the Order dated 01.12.2022, was directed by this Hon'ble Tribunal to serve notice by Registered Post-AD/ Speed Post and Hand Delivery upon the Official Liquidator as per Section 230(5) of the Companies Act, 2013 as Rule 8 of Companies Rules, 2016. This Hon'ble Tribunal was pleased to appoint Mr. Avinash Jagdish Purohit, M/s WKD & Associates, Chartered Accountants, to assist the Official Liquidator to scrutinize the books of accounts of the Transferor Company.
32. As directed by the Hon'ble Tribunal vide Order dated 01.12.2022, the Petitioner Company No. 1 and Petitioner Company No. 2 have filed an affidavit with this Hon'ble Tribunal on 26.03.2023 confirming that the directions given by the Hon'ble Tribunal regarding the issue of notices

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to Unsecured Creditors, Regulatory Authorities, Official Liquidator have been duly complied with. Copy of the compliance affidavit along with e-filing receipt is enclosed herewith and marked as **Annexure- B.**

**Re: Amendment in the Appointed Date:**

33. It is humbly submitted that as per the Scheme, the Original Appointed Date of the Scheme was proposed to be April 01, 2022. However, the same is sought to be amended to April 01, 2023. The relevant excerpts of the Scheme of Amalgamation with Original Appointed Date is reproduced here:

“ .....

**PART 1**  
**DEFINITIONS AND SHARE CAPITAL**  
**1. DEFINITIONS**

.....  
 1.2 "**Appointed Date**" means April 01, 2022 or such other date as may be fixed or approved by the Governmental Authority;  
 ....."

A copy of the Scheme having the Original Appointed Date is annexed hereto and marked as **Annexure-C.**

34. The Petitioner Companies were anticipating that the Scheme would be accorded sanction by this Hon'ble Tribunal before the closure of FY 2022-23, however, the same could not be achieved. On account of the same, the operational planning and up keep of the Applicant Companies was required to be undertaken in the manner without giving effect to the Scheme. It is submitted that if the Original Appointed Date is not changed to the Amended Appointed Date – 01.04.2023, there would be various operational and management hardship and it would be difficult to give effect of the Scheme in the retrospective manner. The adoption of the Amended Appointed Date was also important for purpose of filing of the respective Income Tax returns for the FY 2022-23 which required to reflect the position as it stands on 31.03.2023 without consolidation of the accounts. It is submitted that if the Original Appointed Date was retained then the accounts would have to be consolidated on basis of presumption

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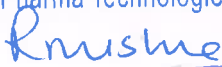
  
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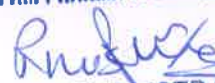
35. The Petitioner Companies further submit that not allowing to amend the Appointed Date to 01.04.2023 as prayed for would result in the unnecessary rise in uncertainty within the Petitioner Companies with respect to closing of books of account in the event the Petitioner Companies are made to give effect to the Scheme in a retrospective manner. It is also worth apprising that a change in the Appointed Date to make it prospective would avoid a premature consolidation of accounts under a presumption that the amalgamation has occurred. As such, the proposed Amended Appointed Date is likely to reduce the burden of premature consolidation of accounts in the Petitioner Companies and is in the best interest of the Petitioner Companies and the associated stakeholders.
36. That the Petitioner Companies humbly state, that at this juncture, the Scheme cannot be implemented from the Original Appointed Date as it would lead to plethora of operational difficulties, accounting issues and undue hardships in revising their financial statements and income tax returns for the financial year 2022-23
37. That the amendment in the Appointed Date as prayed for the by the Petitioner Companies is pursuant to the commercial wisdom and due-diligence of the Board of Directors of the Petitioner Companies.
38. As such, it must be noted that the provisions of the Companies Act, 2013 and the MCA General Circular No. 09/2019 dated 21.08.2019 allow for flexibility while determining the Appointed Date and uphold the importance of the commercial wisdom of the parties while determining the same.
39. Further, the Hon'ble National Company Law Tribunal has on multiple occasions allowed for the amendment of the Appointed Date vide a Second Motion Application considering the exigent circumstances of

For ACG Pharma Technologies Pvt. Ltd.



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For ACG PAM PHARMA TECHNOLOGIES PVT LTD



AUTHORISED SIGNATORY

the matter [*NTT DATA Global Delivery v. NTT DATA Information Processing* (I.A. No. 367 of 2020 in C.P. (CAA) No. 38/BB/2020); *Re: In the Matter of Scheme of Amalgamation of Sanmati Power Company Private Limited* (I.A. Nos. 82/2017, 83/2017, 84/2017 in C.P. 291/2015, C.P. 292/2015, C.P. 293/2015)]

40. It is for above reasons the Board of Directors of both the respective Petitioner Companies at their respective board meetings held on 20.01.2023 have passed respective resolutions to appropriately modify the Scheme. Copies of the said resolutions passed by the Board of Directors of the Petitioner Companies are annexed herewith and marked as **Annexure - D.**
41. In view of the above, it is humbly prayed the Scheme may be allowed to be modified to the limited change relating to the Appointed Date in following manner:

“ .....

**PART 1**

**DEFINITIONS AND SHARE CAPITAL**

**1. DEFINITIONS**

.....

1.2 "**Appointed Date**" means April 01, 2023 or such other date as may be fixed or approved by the Governmental Authority;

.....”

A copy of the Scheme having the Amended Appointed Date is annexed hereto and marked as **Annexure-E.**

42. It is worth pointing out that as per Clause 17 of the Scheme, the Petitioner Companies with the approval of their respective Board of Directors or any person authorised by the respective Board of Directors on their behalf, may consent from time to time, on behalf of all persons concerned, to any modifications/ amendments or additions/ deletions to the Scheme which may be considered necessary, desirable or appropriate by the Board of Directors.

For ACG Pharma Technologies Pvt. Ltd.

*Krushna*

Authorised Signatory

*Krushna*  
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difficulties that may arise for carrying out the Scheme. All such amendments or additions/ deletions shall be subject to approval of this Hon'ble Tribunal. The relevant excerpts of the Clause 17 of the Scheme is reproduced below:

**"17. MODIFICATION OF SCHEME**

17.1. Subject to approval of NCLT, the Transferor Company and the Transferee Company by their respective Board of Directors or any director/ executive or any committee authorised in that behalf (hereinafter referred to as the "Delegate") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which NCLT or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Transferor Company and the Transferee Company may in their discretion accept, or such modification(s) or addition(s) as the Board of Directors of the Transferor Company and the Transferee Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Transferor Company and the Transferee Company by their respective Boards of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by NCLT or any Governmental Authorities, which the Board of Directors of the Transferor Company or the Transferee Company find unacceptable for any reason, then the Transferor Company and the Transferee Company shall be at liberty to withdraw the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

17.2. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates (acting jointly) of the Transferor Company and Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any

For ACG Pharma Technologies Pvt. Ltd.

*Krushy*  
Authorised Signatory

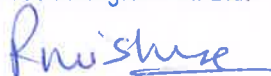
For ACG PHARMA TECHNOLOGIES PVT LTD

*Krushy*  
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*provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any of the Transferor Company) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. For the avoidance of doubt it is clarified that where this Scheme requires the approval of the Board of Directors of the Transferor Company or the Transferee Company to be obtained for any matter, the same may be given through their Delegates."*

43. In view of the aforesaid, the Board of Directors of the Petitioner Companies, vide their meetings held on 20.01.2023 have accordingly resolved, subject to such directions and sanctions of this Hon'ble Tribunal, to make modifications in the Scheme to modify the Appointed Date from April 01, 2022 to April 01,2023.
44. The Board of Directors of the Petitioner Companies have proposed that the Appointed Dated to be modified from April 01, 2022 to April 01,2023, to ensure administrative efficiency and convenience for all the companies involved, avoid any revision in tax returns for all companies.
45. It is further submitted that the proposed modifications shall not have any adverse effect on the rights and interest of any shareholders or creditors of either of the Companies involved in the Scheme. The same has been proposed only to ensure administrative efficiency.
46. Upon this Hon'ble Tribunal sanctioning the proposed modifications, the Petitioner Companies undertake to file, with the Registrar of Companies, the original Scheme as amended by the proposed modifications relating to the Amended Appointed Date and, hereby, seeks leave of this Hon'ble Tribunal to do so.

For ACG Pharma Technologies Pvt. Ltd.

  
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47. This Joint Petition is made bona fide and in the interest of justice and no one will be prejudiced if orders are made/ directions are given as prayed for.
48. The Petitioner Companies submit that the sanction of the Scheme in view of the facts mentioned hereinabove would be in the interest of the Petitioner Companies, its shareholders and creditors. Neither the Scheme prejudicially affect any one nor any public interest be adversely affected in any manner.
49. The contents of the First Motion Application (i.e., Company Application No. CA(CAA)/116/MB-IV/2022 along with the documents / annexures thereto may also be read as part of this Joint Petition.
50. This Joint Petition has been filed before this Hon'ble Tribunal within the prescribed time.

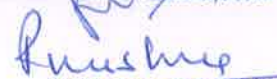
#### RELIEFS SOUGHT

51. The Petitioner Companies prays that the Hon'ble Tribunal grant the following relief:
- a) Pass appropriate orders/ directions for fixing a date of hearing for disposal of this petition;
  - b) Pass appropriate orders/ directions for publication of notice of hearing in the Free Press Journal, Maharashtra Edition, in English Language; and Navshakti, Maharashtra Edition, in Marathi Language having wide circulation in the state of Maharashtra, as this Hon'ble Tribunal may deem fit;

For ACG Pharma Technologies Pvt. Ltd.

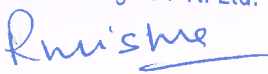
  
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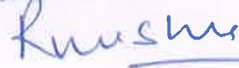
For ACG PAM PHARMA TECHNOLOGIES PVT LTD.

  
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- c) direct service of Notice of this Petition to the Central Government (through Regional Director – Western Region), Registrar of Companies- Mumbai, Official Liquidator – Mumbai, and Income Tax Authorities within whose jurisdiction the respective Applicant Companies are assessed to tax as per the Permanent Account Number (PAN) of the concerned company and such other sectoral regulators or authorities (if any) which are likely to be affected by the Scheme as per Section 230(5) of the Companies Act, 2013;
- d) Pass appropriate orders/directions to sanction the Scheme of Arrangement along with proposed modification in the Appointed Date as April 01<sup>st</sup> 2023 being Annexure – E of the present Company Application and declare the same to be binding on the Petitioner Companies and their respective shareholders and creditors and all persons concerned under the Scheme;
- e) Pass appropriate order/directions directing that the Petitioner Companies shall within 30 days after the date of receipt of the certified copy of the order to be made herein or within such other time as may be permitted by this Tribunal cause a certified copy thereof to be filed with the Registrar of Companies, Mumbai.
- f) Pass appropriate orders/directions for granting liberty to the Petitioner Companies to apply to this Hon'ble Tribunal for any direction(s) that may be necessary for the purpose of carrying out the Scheme or for orders in respect of such incidental, consequential and supplemental matters as are necessary to ensure that the said Scheme of Amalgamation is fully and effectively carried out;

For ACG Pharma Technologies Pvt. Ltd.

  
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For ACG PHARMA TECHNOLOGIES PVT. LTD.  
  
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- g) Pass such appropriate orders and directions under Sections 230 - 232 of the Companies Act, 2013, which may be necessary or relevant to the facts of the present petition;
- h) Pass appropriate orders and directions to condone the delay, if any, in filing of the present Petition;
- i) Such other and further orders as may be deemed fit and proper may be passed by this Tribunal.


The aforesaid reliefs are sought in terms of Section 232 read with Section 230 of the Companies Act, 2013 and the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 read with the National Company Law Tribunal Rules, 2016 and any other applicable provisions of the said Act and Rules.

**For the Following Reasons:**


The Scheme would, inter-alia, have the following benefits:

- a. The consolidation of operations of the Transferor Company and the Transferee Company by way of amalgamation will lead to a more efficient utilization of capital, administrative and operational rationalization and promote organizational efficiencies. It will prevent cost duplication that can erode financial efficiencies of the holding structure and the resultant operations will be more cost-efficient with the achievement of greater economies of scale, reduction in overheads and improvement in various other operating parameters.
- b. The amalgamation will result in the formation of a stronger company with a larger capital and asset base and enable the combined business to be pursued more conveniently and advantageously. The amalgamation will have beneficial results for the amalgamating companies, their stakeholders and all concerned.

For ACG Pharma Technologies Pvt. Ltd.



Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT. LTD.  
  
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- c. Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the competitive position of the combined entity.
- d. Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- e. Cost savings are expected to flow from more focused operational efforts, rationalization, standardisation and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.

The Scheme shall be in the beneficial interest of the shareholders and creditors of the companies. The Scheme shall not be in any manner prejudicial to the interest of the concerned members, creditors, employees or general public at large.

**FOR ACG PHARMA TECHNOLOGIES PRIVATE LIMITED  
(TRANSFEROR COMPANY)**

*Ravishree*  
For ACG Pharma Technologies Pvt. Ltd.  
\_\_\_\_\_  
(Authorised Signatory) Authorised Signatory

**FOR ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED  
(TRANSFEREE COMPANY)**

*Ravishree*  
FOR ACG PAM PHARMA TECHNOLOGIES  
\_\_\_\_\_  
(Authorised Signatory)

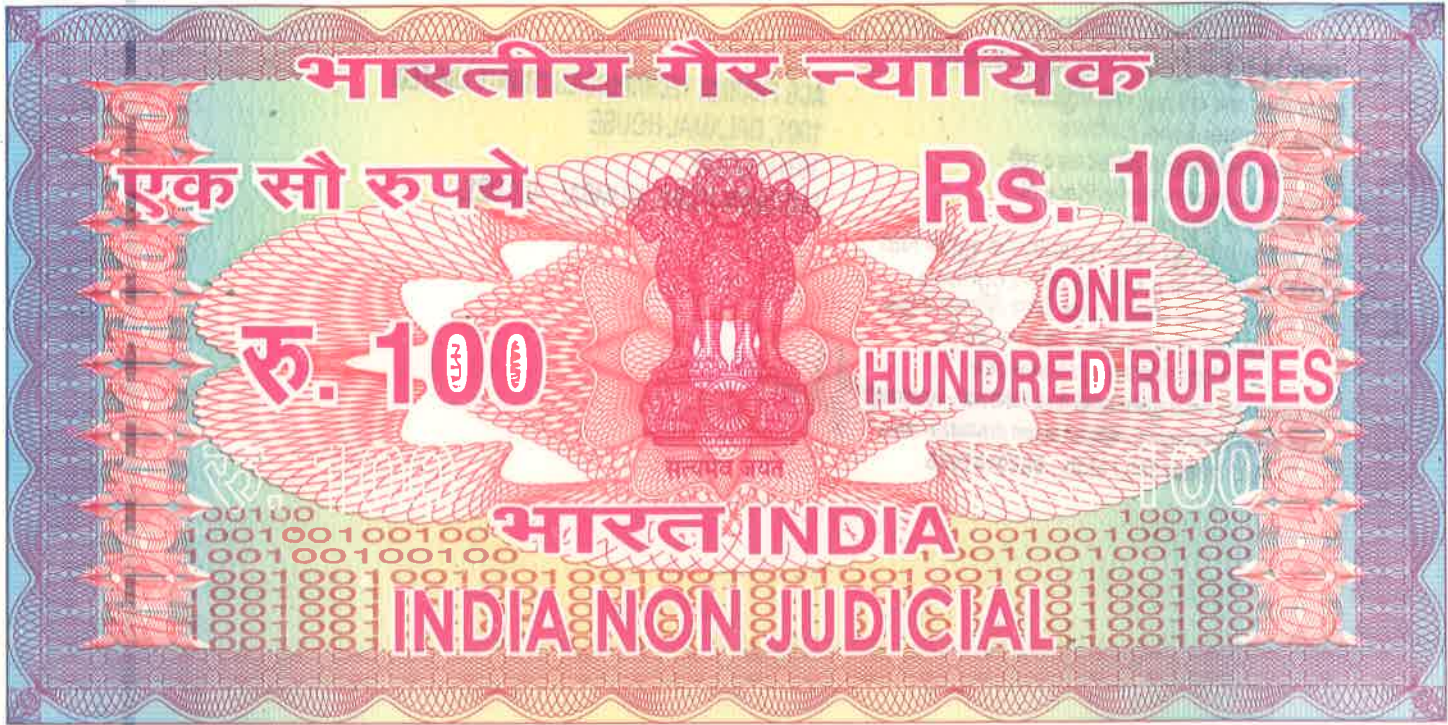
**THROUGH**

*R.R. Nair / Tabrez Malawat*

**R.R. NAIR / TABREZ MALAWAT / SYED  
HAMZA/ SOURAJIT SARKAR**  
E504, BLUEFIELD,  
GL COMPOUND,  
PACIFIC ENCLAVE,  
NEAR HIRANANDANI HOSPITAL, POWAI,  
MUMBAI 400076  
Mobile No. 9643243451, 9892809502  
Email: tabrez.malawat@theguild.co.in

**Place:** Mumbai  
**Date:**

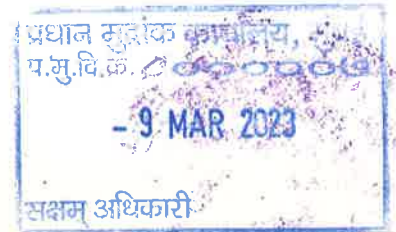




महाराष्ट्र MAHARASHTRA

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श्री. पंकज विचारे

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH

ORIGINAL COMPANY JURISDICTION

CA(CAA) NO. 116 OF 2022

(Under Section 230 -232 of the Companies Act, 2013)

In the matter of the Companies Act, 2013

And

In the matter of Sections 230-232 and other applicable provisions of the  
Companies Act, 2013 read with Companies (Compromises, Arrangements,  
and Amalgamations) Rules, 2016

For ACG Pharma Technologies Pvt. Ltd.

*[Signature]*  
Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT LTD

*[Signature]*  
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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH

ORIGINAL COMPANY JURISDICTION

COMPANY PETITION NO. CP (CAA) NO. \_\_\_\_\_ / OF 2023

CONNECTED WITH

COMPANY APPLICATION NO. CA (CAA) NO. 116 /MB-IV OF  
2022

(Under Section 230-232 of the Companies Act, 2013)

In the matter of the Companies Act, 2013

And

In the matter of Sections 230-232 and other applicable provisions of the  
Companies Act, 2013 read with Companies (Compromises,  
Arrangements, and Amalgamations) Rules, 2016

And

IN THE MATTER OF SCHEME OF AMALGAMATION OF:

**ACG PHARMA TECHNOLOGIES PRIVATE LIMITED**, having  
Corporate Identification Number as U29251MH1996PTC104558 and having  
its registered office situated at 1001, Dalamal House, 10th Floor Nariman  
Point, Mumbai, Maharashtra – 400021, India.

...Petitioner Company No. 1 / Transferor Company

AND

**ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED**, having  
Corporate Identification Number as U24239MH1972PTC015632 and having  
its registered office situated at Plot No. 127, Kandivali Industrial Estate,  
Kandivali (West), Mumbai, Maharashtra – 400067, India.

...Petitioner Company No. 2/ Transferor Company

For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.

For ACG Pharma Technologies Pvt. Ltd.

*Rushme*

Authorised Signatory

*Rushme*  
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AND

their respective Shareholders and Creditors

**AFFIDAVIT**



I, **Rashmi Mishra**, aged 43 years, residing at Garden Tower, 701 A Wing, Lokhandwala Township, Kandivali, Mumbai – 400101, do solemnly affirm and say as follows:

1. I am the Authorised Representative of the Petitioner Companies in the above matter and am duly authorized by the Board of Directors of the above said Companies vide its respective Board Resolutions to make this affidavit on their behalf; and I am well conversant with the facts and circumstances of the case and hence competent to swear this Affidavit in such capacity.
2. That my counsels have drafted the accompanying Petition under my instructions, and I have gone through the contents of the same and state that the contents are true and correct to the best of my knowledge and belief.
3. That the annexures annexed to the Petition are true and correct copies of the respective originals.

*Pravin*  
**Dr Pravin V. Mehta**  
 M.A., M. P. S.  
 Advocate & Notary  
 #01-802/9A, Alica Nagar  
 Lokhandwala Township  
 Kandivali (E), Mumbai - 400 101  
 Ph. 2566 6977  
 Mob. 9322732985 9949024671

*Rashmi*  
**DEPONENT**

**VERIFICATION**

That the contents of my Affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed.

23 APR 2023

Verified at Mumbai at this day of April 2023.

For **ACG PAM PHARMA TECHNOLOGIES PVT LTD**

For **ACG Pharma Technologies Pvt. Ltd.**

*Rashmi*  
 Authorised Signatory

Notary Register | Sr. No. - 87/23 | Date

*Rashmi*  
**DEPONENT**  
 AUTHORISED SIGNATORY

23 APR 2023

Annexure - AIN THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH-IV

CA(CAA)/116/MB-IV/2022

*In the matter  
of**The Companies Act, 2013 and other applicable provisions  
of The Companies Act, 2013 and rules framed thereunder**And**In the matter of Scheme of Amalgamation**of  
ACG Pharma Technologies*

For ACG Pharma Technologies Pvt.

*Private Limited**"First Applicant Company"/*

Authorised Signa

*"Transferor Company"**With**ACG Pam Pharma Technologies**Private Limited**"Second Applicant Company"/**"Transferee Company"**their respective shareholders and creditors*ACG Pharma Technologies Private Limited  
[CIN: U29251MH1996PTC104558]...First Applicant Company/  
Transferor CompanyACG Pam Pharma Technologies  
Private Limited  
[CIN: U24239MH1972PTC015632]...Second Applicant Company/  
Transferee Company**Order delivered on: 01.12.2022****Coram:**Mr. Manoj Kumar Dubey  
Hon'ble Member (Technical)Mr. Kishore Vemulapalli  
Hon'ble Member (Judicial)*Appearances (via videoconferencing):*

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For ACG Pharma Technologies Pvt. Ltd.

For ACG PAM PHARMA TECHNOLOGIES PVT LTD

AUTHORISED SIGNATURE



For the Applicants:

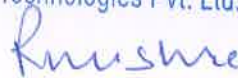
Mr. Gaurav Raj Shrawat, a/w  
Mr. Abhijeet Swaroop, Mr.  
Tabrez Malawat and Mr. Syed  
Hamza, Advocates.

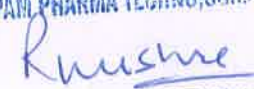
**ORDER**

***Per: Kishore Vemulapalli, Member (Judicial)***

1. The Court is convened through video conferencing today.
2. Learned Advocate for the Applicant Companies states that the present scheme is a Scheme of Amalgamation of a company namely, ACG Pharma Technologies Private Limited (“Transferor Company”) with ACG Pam Pharma Technologies Private Limited (“Transferee Company”) (together “Applicant Companies”) and their respective shareholders and creditors (“Scheme”) under the provisions of section 230 to 232 of the Companies Act, 2013.
3. Learned Counsel for the Applicant Companies states that resolutions approving the Scheme were passed by the Board of Directors of the Transferor Company in its board meeting held on February 25, 2022 and by the Board of Directors of the Transferee Company in its board meeting held on February 25, 2022. The Appointed Date fixed under the Scheme is 01<sup>st</sup> April, 2022.
4. Learned Counsel for the Applicant Companies further states that the Transferor Company is *inter alia* engaged in the business of manufacturing fluid bed equipment, tablet coater machines, and similar equipment for pharmaceutical and nutraceutical industry and the Transferee Company is *inter alia* engaged in the business of manufacturing capsule-filling machines, tablet presses, blister packing

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.  
  
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and cartooning machines for pharma and non-pharma companies globally.

5. Learned Counsel for the Applicant Companies further states that both the Transferor Company and Transferee Company are under same control and management.
6. The Counsel for the Applicant Companies further submits that the amalgamation of the Transferor Company with the Transferee Company would *inter alia* have the benefits mentioned in paragraph B of the Scheme of Amalgamation which is summarized as below:
  - a. The consolidation of operations of the Transferor Company and the Transferee Company by way of amalgamation will lead to a more efficient utilization of capital, administrative and operational rationalization and promote organizational efficiencies. It will prevent cost duplication that can erode financial efficiencies of the holding structure and the resultant operations will be more cost-efficient with the achievement of greater economies of scale, reduction in overheads and improvement in various other operating parameters.
  - b. The amalgamation will result in the formation of a stronger company with a larger capital and asset base and enable the combined business to be pursued more conveniently and advantageously. The amalgamation will have beneficial results for the amalgamating companies, their stakeholders and all concerned.
  - c. Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximizing



overall shareholder value, and will improve the competitive position of the combined entity.

- d. Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- e. Cost savings are expected to flow from more focused operational efforts, rationalization, standardization and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.
7. The Authorised, Issued, Subscribed and Paid-Up Share Capital of the Transferor Company as on 31<sup>st</sup> January, 2022 is as follows:

| Particulars  | Amount (in Rs.)       |
|--|-----------------------|
| <b>Authorised Share Capital</b>  |                       |
| 5,00,000 Equity Shares of Rs.100 each;                                       | 5,00,00,000/-         |
| 10,00,000 10% Redeemable Preference Shares of Rs.10/- each;                  | 1,00,00,000           |
| 2,00,000 12% Non-cumulative Redeemable Preference Shares of Rs.10/- each;    | 20,00,000             |
| 12,00,00,000 9% Non-Cumulative Redeemable Preference Shares of Rs.10/- each. | 1,20,00,00,000        |
| <b>Total</b>   | <b>1,26,20,00,000</b> |
| <b>Issued Subscribed and Paid-Up Capital</b>                                 |                       |
| 2,12,832 Equity Shares of Rs.100 each;                                       | 2,12,83,200           |



|  |                       |
|--|-----------------------|
| 1,74,950 12% Non-cumulative Redeemable Preference Shares of Rs.10/- each;    |                       |
| 12,00,00,000 9% Non-Cumulative Redeemable Preference Shares of Rs.10/- each. | 17,49,500             |
|  | 1,20,00,00,000        |
| <b>Total</b>   | <b>1,22,30,32,700</b> |

8. The Authorised, Issued, Subscribed and Paid-Up Share Capital of the Transferor Company as on 31st January, 2022 is as follows:

| Particulars   | Amount (in Rs.)       |
|---|-----------------------|
| <b>Authorised Share Capital</b>                               |                       |
| 27,52,100 Equity Shares of Rs.100 each;                       | 27,52,10,000/-        |
| 8,45,00,000 10% Redeemable Preference Shares of Rs.10/- each; | 84,50,00,000/-        |
| 6,05,00,000 11% Redeemable Preference Shares of Rs.10/- each. | 60,50,00,000/-        |
| <b>Total</b>  | <b>1,72,52,10,000</b> |
| <b>Issued Subscribed and Paid-Up Capital</b>                  |                       |
| 24,444 Equity Shares of Rs.100 each;                          | 24,44,4000/-          |
| 1,96,68,876 1% Redeemable Preference Shares of Rs.10/- each;  | 19,66,88,760/-        |
| 3,53,20,811 11% Redeemable Preference Shares of Rs.10/- each. | 35,32,08,810          |
| <b>Total</b>  | <b>55,23,41,970</b>   |

9. In relation to the Transferor Company, the Counsel for the Applicant Companies submits that there are 2 (two) Equity Shareholders of holding 100% of the Equity Share Capital of the Transferor Company and both





the Equity Shareholders of the Transferor Company have given their Consents to the Scheme by way of Affidavits which are annexed to the Application at Annexure "A13". Therefore, the meeting of equity shareholders of the Transferor Company is not required to be convened and hence the same is hereby dispensed with.

10. In relation to the Transferee Company, the Counsel for the Applicant Companies submits that there are 2 (two) Equity Shareholders holding 100% of the Equity Share Capital of the Transferee Company and both the Equity Shareholders of the Transferee Company have already given their Consents to the Scheme by way of Affidavits which are annexed to the Application at Annexure "A17". Therefore, the meeting of Equity Shareholders of the Transferee Company is not required to be convened and hence the same is hereby dispensed with.
11. The Transferor Company has 1 (one) Preference Shareholder holding 100% of the Preference Share Capital of the Transferor Company and the preference shareholder of the Transferor Company has given its Consent to the Scheme by way of Affidavit which is annexed to the Application at Annexure "A14". Therefore, the meeting of Preference Shareholder of the Transferor Company is not required to be convened and hence the same is hereby dispensed with.
12. The Transferee Company has 8 (eight) Preference Shareholder holding 100% of the Preference Share Capital of the Transferee Company. Out of the same, 6 Preference Shareholders holding 99.66% of the total Preference Share Capital have already given their Consent to the Scheme by way of Affidavits which are annexed to the Application at Annexure "A18". Therefore, the meeting of preference shareholders of the



Transferee Company is not required to be convened and hence the same is hereby dispensed with.

13. The Transferor Company has 1 (one) Secured Creditor of Rs.15,00,00,000/- (Rupees fifteen crore only) as per the list of Creditors as on 28<sup>th</sup> February 2022 which has been placed on record at Annexure "A16" of this Application. The sole Secured Creditor of the Transferor Company has already given its Consent to the Scheme by way of Affidavit which is annexed to the Application at Annexure "A16". Therefore, the meeting of secured creditors of the Transferor Company is not required to be convened and hence the same is hereby dispensed with.
14. The Transferee Company has 2 (two) Secured Creditors of Rs.30,00,00,000/- (Rupees thirty crore only) as per the list of Creditors as on 28<sup>th</sup> February 2022 which has been placed on record at Annexure "A20" of this Application. Both the Secured Creditors of the Transferee Company have already given their Consent to the Scheme by way of Affidavits which are annexed to the Application at Annexure "A20". Therefore, the meeting of secured creditors of the Transferee Company is not required to be convened and hence the same is hereby dispensed with.
15. The Transferor Company has 243 (two hundred and forty-three) Unsecured Creditors with outstanding value as Rs.12,96,53,899/- as per the list of Unsecured Creditors as on 28<sup>th</sup> February 2022 which has been placed on record at Annexure "A15" of this Application.
16. The Transferee Company has 727 (seven hundred and twenty-seven) Unsecured Creditors with outstanding value as Rs. 52,62,91,931.07/- as



per the list of Unsecured Creditors as on 28<sup>th</sup> February 2022 which has been placed on record at Annexure "A19" of this Application.

17. The Counsel for the Applicant Companies further submits that the present Scheme is an arrangement between the Transferor Company and the Transferee Company and their respective Shareholders as contemplated under Section 230(1)(b) and not in accordance with the provisions of Section 230(1)(a) of the Companies Act, 2013 as there is no Compromise and/or Arrangement with the Unsecured Creditors of the Applicant Companies, who will not be affected by the proposed Scheme of Amalgamation as, post the amalgamation coming into effect, the assets of the Transferee Company will be far in excess of its liabilities and accordingly the Unsecured Creditors will be paid-off in the ordinary course of business without jeopardizing their rights. Therefore, the meetings of Unsecured Creditors of the Transferor Company and the Transferee Company are not required to be convened.
18. In view of the above, the Applicant Companies are directed to issue Notices to all its Unsecured Creditors having outstanding dues aggregating to 90 % in value of the total outstanding dues payable to such Unsecured Creditor(s) as per the list of creditors by way of Registered Post-AD/Speed Post and by E-mail (whose Email IDs are duly registered with the Applicant Companies). Each such notice shall be issued enclosing a copy of the Scheme, and clearly indicating therein that in case the relevant Unsecured Creditor has any objection, he/she/it shall file the same before this Tribunal with a copy to the respective Applicant Companies or their Representative, within a period of 30 (thirty) days from the date of receipt of such notice.



19. As mentioned in the Scheme, new Equity Shares and Preference Shares will be issued/allotted to the Shareholders of the Transferor Company by the Transferee Company as per the Share Exchange Ratio mentioned in the Scheme as tabulated below:

| Shares of the Transferee Company to be allotted   | For Shares of the Transferor Company   | Ratio   |
|---|--|---------|
| 11 (Eleven) Equity shares Rs. 100 (One Hundred) each as fully paid up                         | 1000 (One Thousand) Equity shares of Rs. 100 (One Hundred) each              | 11:1000 |
| 1 (One) 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 (Ten) each as fully paid up | 1 (One) 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 (Ten) each | 1:1     |
| 1 (One) 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 (Ten) each as fully paid up  | 1 (One) 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 (Ten) each  | 1:1     |

20. No fractional share will be issued by the Transferee Company in respect of fractional entitlements, if any, to which Shareholders of the Transferor Company may be entitled based on the Share Exchange Ratio. Any fractional entitlement arising out of the issue and allotment of the shares (both equity shares and redeemable preference shares) issued by the Transferee Company pursuant to the Scheme, shall be rounded up to the next integer and be issued free from all liens, charges, equitable interests, encumbrances and other third-party rights of any nature whatsoever.
21. The Transferor Company has availed the facility of 51 (fifty-one) Bank Guarantees issued to various vendors/suppliers as performance



guarantees in relation to its contractual obligations amounting to Rs.8,42,43,852/-.

22. Further, Transferee Company has availed the facility of 75 (seventy-five) Bank Guarantees issued to various vendors/suppliers as performance guarantees in relation to its contractual obligations amounting to Rs.12,27,37,116.
23. The details of litigations filed by and against the Applicant Companies are given below:

**(Re) Litigation Status of the Transferee Company, ACG Pam Pharma Technologies Pvt. Ltd.**

**(A) Litigation filed by the ACG Pam Pharma Technologies Pvt. Ltd.:**

- i. ACG Pam Pharma Technologies Pvt. Ltd. has filed 7 cases against various individuals and entities under section 138 of Negotiable Instruments Act, 1881.
- ii. ACG Pam Pharma Technologies Pvt. Ltd. has filed 2 suits for specific performance and contractual compliance.
- iii. ACG Pam Pharma Technologies Pvt. Ltd. has filed 1 suit for recovery of certain amounts before the High Court of Bombay.
- iv. ACG Pam Pharma Technologies Pvt. Ltd. has filed 1 suit before the Addl. District Judge, Pune with respect to certain property disputes.



- v. ACG Pam Pharma Technologies Pvt. Ltd. has filed 1 criminal revision application before the High Court of Bombay.
- vi. ACG Pam Pharma Technologies Pvt. Ltd. has filed 1 execution petition before District Court, Vasai.

**(B) Litigation filed against ACG Pam Pharma Technologies Pvt. Ltd.:**

- i. 4 suits relating to certain property disputes have been filed against ACG Pam Pharma Technologies Pvt. Ltd. before various district courts.
- ii. 2 cases have been filed by certain employees against ACG Pam Pharma Technologies Pvt. Ltd. for recovery of dues alleged to be paid.
- iii. 1 suit for specific performance of contract has been filed against ACG Pam Pharma Technologies Pvt. Ltd.
- iv. 1 case has been filed before High Court of Bombay involving ACG Pam Pharma Technologies Pvt. Ltd. for the purpose of quashing of summons.
- v. 1 criminal complaint has been filed against ACG Pam Pharma Technologies Pvt. Ltd. before Judicial Magistrate, First Class, Alipore.
- vi. 1 criminal writ petition has been filed against ACG Pam Pharma Technologies Pvt. Ltd. before the High Court of Bombay challenging a sessions court order.

For ACG Pharma Technologies Pvt. Ltd.

*Rushra*  
Authorised Signatory

Page 11 of 14  
ACG PAM PHARMA TECHNOLOGIES PVT LTD.

*Rushra*  
AUTHORISED SIGNATORY

**Re) Litigation Status of Transferor Company, ACG Pharma Technologies Pvt. Ltd.****(A) Litigation filed by the ACG Pharma Technologies Pvt. Ltd.:**

- i. ACG Pharma Technologies Pvt. Ltd. has filed 2 cases against an entity under section 138 of Negotiable Instruments Act, 1881.

**(B) Litigation against the ACG Pharma Technologies Pvt. Ltd.:**

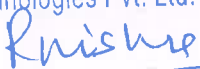
- i. 1 suit relating to certain property disputes have been filed against ACG Pharma Technologies Pvt. Ltd.

24. The Transferor Company and the Transferee Company are each directed to serve notice along with a copy of the Scheme of Amalgamation upon:

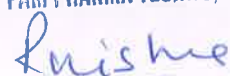
- i. The Central Government through the office of Regional Director (Western region), Ministry of Corporate Affairs, Mumbai;
- ii. Concerned GST Authorities;
- iii. concerned Income Tax Authority at below stated address under which the respective Transferor Company's and the Transferee Company's assessments are made, clearly indicating the PAN of the company concerned;

| Name of the Company                     | Permanent Account Number | Income Tax Jurisdiction   |
|---|--------------------------|---------------------------|
| ACG pharma technologies private limited | AABCP6380Q               | CIRCLE 3(1)(1),<br>MUMBAI |

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT. LTD.

  
AUTHORISED SIGNATORY

IN THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH-IV

CA (CAA)/116/MB-IV/2022

|   |            |                        |
|---|------------|------------------------|
| ACG pam pharma technologies private limited | AAACP4776H | CIRCLE 4(1)(1), MUMBAI |
|---|------------|------------------------|

- iv. the concerned Registrar of Companies, each in terms of Section 230 (5) of the Companies Act, 2013, read with Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

If no response is received within a period of 30 (thirty) days from the date of receipt of the notice, it shall be presumed that the respective authorities have no objection to the proposed Scheme of Amalgamation as per Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

25. The Transferor Company is also directed to serve notice by Registered Post-AD/ Speed Post and Hand Delivery upon Official Liquidator, pursuant to section 230(5) of the Companies Act, 2013 and as per Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. The Tribunal is appointing Mr. Avinash Jagdish Purohit, M/s WKD & Associates, Chartered Accountants, having Mob.: 7588053127, Email ID: [caavinashpurohit@gmail.com](mailto:caavinashpurohit@gmail.com); to assist the Official Liquidator to scrutinize the books of accounts of the Transferor Company who is within the Jurisdiction of this Tribunal for the last five (5) years. The fee of the Chartered Accountant is to be fixed at Rs.2,00,000/- (Rupees two lakh only) along with applicable taxes for the services rendered. The Official Liquidator may submit his representations, if any, within a period of thirty (30) days from the date of the receipt of such notice to the Tribunal with copy of such representations shall simultaneously be served upon the First Transferor





Company, the Second Transferor Company and the Third Transferor Company.

26. The Transferor Company shall file an affidavit of service confirming that the directions given by the Tribunal regarding the issue of notices to Unsecured Creditors, Regulatory Authorities, Official Liquidator have been duly complied with.
27. The Transferee Company shall file an affidavit of service in the Registry that the directions given by the Tribunals regarding the issue of notices to Unsecured Creditors, Regulatory Authorities have been complied with.
28. The Appointed Date fixed under the Scheme is 01<sup>st</sup> April, 2022.
29. Ordered accordingly.

Sd/-

Manoj Kumar Dubey  
Member (Technical)  
01.12.2022

Sd/-

Kishore Vemulapalli  
Member (Judicial)

**Annexure - B****BEFORE THE NATIONAL COMPANY LAW TRIBUNAL****MUMBAI BENCH****ORIGINAL COMPANY JURISDICTION****CA(CAA) NO. 116 OF 2022***(Under Section 230 – 232 of the Companies Act, 2013)***In the matter of the Companies Act, 2013****And****In the matter of Sections 230-232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, and Amalgamation) Rules, 2016****And****IN THE MATTER OF SCHEME OF AMALGAMATION OF:**

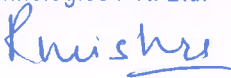
**ACG PHARMA TECHNOLOGIES PRIVATE LIMITED**, having Corporate Identification Number as U29251MH1996PTC104558 and having its registered office situated at 1001, Dalamal House, 10<sup>th</sup> Floor Nariman Point, Mumbai, Maharashtra – 400021, India.

**... Applicant Company No. 1 / Transferor Company****And**

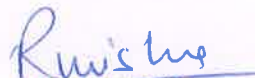
**ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED**, having Corporate Identification Number as U24239MH1972PTC015632, and having its registered office situated at Plot No. 127, Kandivali Industrial Estate, Kandivali (West), Mumbai, Maharashtra – 400067, India.

**... Applicant Company No. 2 / Transferee Company****And****their respective Shareholders and Creditors.**

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PRIVATE LTD.

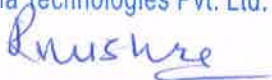
  
AUTHORISED SIGNATORY

**INDEX**

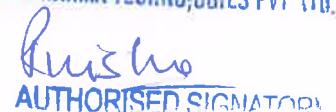
| <b>Sl. No.</b> | <b>Particulars of Papers</b>  | <b>Annex.</b> | <b>Page No.</b> |
|----------------|---|---------------|-----------------|
| 1.             | Affidavit of Service.   |               | 1 – 10          |
| 2.             | A copy of the details of service made to Unsecured Creditors by the Transferor Company.   | A - 1         | 11 – 26         |
| 3.             | A copy of the documentary proof providing details of the service to the Regional Director (Western Region) made by the Transferor Company.                      | A - 2         | 27 – 30         |
| 4.             | A copy of the documentary proof providing details of the service undertaken by the Transferor Company to the Goods and Service Department.                      | A - 3         | 31 – 32         |
| 5.             | A copy of the documentary proof providing details the service undertaken by the Transferor Company to the Income Tax Authorities.                               | A - 4         | 33 – 36         |
| 6.             | A copy of the documentary proof providing details of the service undertaken by the Transferor Company to the Registrar of Companies.                            | A - 5         | 37 – 40         |
| 7.             | A copy of the documentary proof providing details of the service undertaken by the Transferor Company to the Official Liquidator, Hon'ble High Court of Bombay. | A - 6         | 41 – 42         |
| 8.             | A copy of the details of service made to the Unsecured Creditors by the Transferee Company.   | A - 7         | 43 – 48         |
| 9.             | A copy of the documentary proof providing details of the service undertaken by the Transferee Company to the Regional Director (Western Region).                | A - 8         | 49 – 52         |

For ACG PHARMA TECHNOLOGIES PVT LTD.

For ACG Pharma Technologies Pvt. Ltd.



Authorised Signatory


  
AUTHORISED SIGNATORY

|     |  |        |         |
|-----|--|--------|---------|
| 10. | A copy of the documentary proof providing details of the service undertaken by the Transferee Company to the Goods and Service Department. | A - 9  | 53 - 54 |
| 11. | A copy of the documentary proof providing details of the service undertaken by the Transferee Company to the Income Tax Authorities        | A - 10 | 55 - 58 |
| 12. | A copy of the documentary proof providing details of the service undertaken by the Transferee Company to the Registrar of Companies.       | A - 11 | 59 - 62 |

*Tabrez Malawat*

THROUGH

**R.R. NAIR / TABREZ MALAWAT / SYED HAMZA  
THE GUILD, ADVOCATES & ASSOCIATE  
COUNSEL**

**4th Floor, Birya House, Bazargate Street, Mumbai -01  
Mobile No. 9643243451, 9892809502  
Email - tabrez.malawat@theguild.co.in**

**Place: Mumbai  
Dated: 26.03.2023**

For ACG Pharma Technologies Pvt. Ltd.

*Rushu*  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.

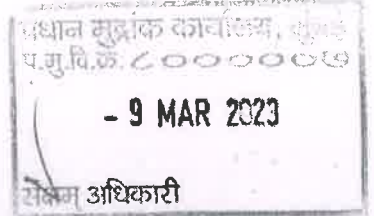
*Rushu*  
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महाराष्ट्र MAHARASHTRA

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH श्री. पंकज विचारे

ORIGINAL COMPANY JURISDICTION

CA(CAA) NO. 116 OF 2022

(Under Section 230 -232 of the Companies Act, 2013)

In the matter of the Companies Act, 2013

And


In the matter of Sections 230-232 and other applicable provisions of the  
Companies Act, 2013 read with Companies (Compromises, Arrangements,  
and Amalgamations) Rules, 2016

And

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT LTD

  
AUTHORISED SIGNATORY

**IN THE MATTER OF SCHEME OF AMALGAMATION OF:**

**ACG PHARMA TECHNOLOGIES PRIVATE LIMITED**, having Corporate Identification Number as U29251MH1996PTC104558 and having its registered office situated at 1001, Dalamal House, 10th Floor Nariman Point, Mumbai, Maharashtra – 400021, India.

**.....Applicant Company No. 1/Transferor Company**

**And**

**ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED**, having Corporate Identification Number as U24239MH1972PTC015632 and having its registered office situated at Plot No. 127, Kandivali Industrial Estate, Kandivali (West), Mumbai, Maharashtra – 400067, India.

**.....Applicant Company No. 2/ Transferee Company**

**And**

**their respective Shareholders and Creditors**



**AFFIDAVIT**

**I, Rashmi Mishra**, aged 43 years, residing at Garden Tower, 701 A Wing, Lokhandwala Township, Kandivali, Mumbai – 400101, do solemnly affirm and say as follows:

*Rashmi*

For **ACG PAM PHARMA TECHNOLOGIES PVT LTD**

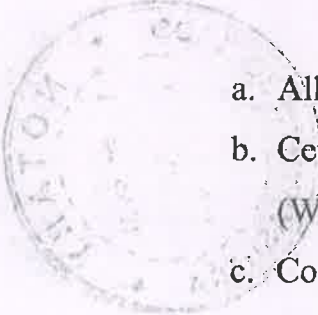
For **ACG Pharma Technologies Pvt. Ltd.**

*Rashmi*  
Authorised Signatory


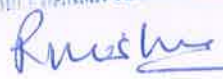
*Rashmi*  
AUTHORISED SIGNATORY

76  
Dr. P. M. ...

1. I am the Authorized Representative of the Applicant Companies namely ACG PHARMA TECHNOLOGIES PRIVATE LIMITED and ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED, in the above matter and am duly authorized by the Board of Directors of the above said companies vide their respective Board Resolutions to make this affidavit on their behalf and I am well conversant with the facts and circumstances of the case and hence competent to swear this Affidavit in such capacity.
  
2. I state that this Hon'ble Tribunal had allowed the captioned Company Application vide Order dated 01.12.2022, *inter alia* dispensing meeting of the Equity Shareholders, Preference Shareholders and Secured Creditors of the Applicant Companies.
  
3. I state that this Hon'ble Tribunal vide its Order dated 01.12.2022, had directed the Applicant Companies to serve notices to;
  - a. All their Unsecured Creditors of the Applicant Companies.
  - b. Central Government through the office of Regional Director (Western Region), Ministry of Corporate Affairs, Mumbai.
  - c. Concerned Registrar of Companies.
  - d. Concerned GST Authorities.
  - e. Concerned Income Tax Authorities.
  
4. Additionally, this Hon'ble Tribunal vide its Order directed the Transferor Company to serve notice upon the Official Liquidator pursuant to section 230(5) of the Companies Act, 2013 and as per Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.



For ACG Pharma Technologies Pvt. Ltd.  
  
Authorized Signatory

  
For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.  
  
AUTHORIZED SIGNATORY



5. This Hon'ble Tribunal vide Order dated 01.12.2022, further directed the Transferor Company and Transferee Company to file an affidavit of service confirming the compliance of the aforesaid directions of this Hon'ble Tribunal.

6. I, the undersigned being the Authorized Representative for the Applicant Companies, in view of the directions dated 01.12.2022, passed by this Hon'ble Tribunal in the captioned application, hereby state:

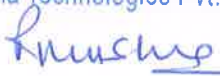
**I. Service Of Notices on Behalf of Transferor Company:**

i. That as directed by this Hon'ble Tribunal, the Transferor Company has served the notice along with copy of the Scheme of Amalgamation to its Unsecured Creditors via Registered Post. The details of the service made to the Unsecured Creditors by the Transferor Company are annexed herewith and marked as **Annexure- A-1**

ii. That as per this Hon'ble Tribunal's directions, the Transferor Company served the Notice along with the copy of the Scheme to the Central Government through the office of Regional Director (Western Region), Ministry of Corporate Affairs, Mumbai on 04.02.2023, via Registered Post bearing consignment number EM906435760IN or EM906435739IN.

The delivery report for the Registered Post to the Central Government through the office of Regional Director (Western Region), Ministry of Corporate Affairs, Mumbai indicates that the delivery of Notice dated 04.02.2023 has been

For ACG Pharma Technologies Pvt. Ltd.

  
Authorized Signatory

For ACG PHARMA TECHNOLOGIES PVT LTD

  
AUTHORISED SIGNATORY





successfully delivered to the Regional Director (Western Region) on 06.02.2023. The documentary proof providing details of the service to the Regional Director (Western Region) made by the Transferor Company are annexed herewith and marked as **Annexure- A-2**

- iii. That as per the directions of this Hon'ble Tribunal, the Transferor Company served the Notice along with the copy of the Scheme to the Department of Goods and Services on 04.02.2023, via Registered Post being consignment number EM906435725IN.

The delivery report for the Registered Post to the Goods and Services Department indicates that the delivery of Notice dated 27.01.2023 has been successfully delivered to the Goods and Services Department on 06.02.2023. The documentary proof providing details of the service undertaken by the Transferor Company to the Goods and Services Department are annexed herewith and marked as **Annexure- A-3**

- iv. That as per the directions of this Hon'ble Tribunal, the Transferor Company served the Notice along with the copy of the Scheme to the Income Tax Authority on 04.02.2023, via Registered Post being consignment number EM906435711IN or EM906435742IN.

The delivery report for the Registered Post to the Income Tax Authority indicates that the delivery of Notice dated

For ACG Pharma Technologies Pvt. Ltd.

Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.

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27.01.2023 has been successfully delivered to the Income Tax Authority on 09.02.2023. The documentary proof providing details of the service undertaken by the Transferor Company to the Income Tax Authorities are annexed herewith and marked as **Annexure- A-4**


- v. That as per the directions of this Hon'ble Tribunal, the Transferor Company served the Notice along with the copy of the Scheme to Shri S.P. Kumar (ROC Mumbai), 100, Everest, Marine Drive, Mumbai ("ROC") on 08.02.2023, via Registered Post being consignment number EM906475242IN or EM906475361IN.

The delivery report for the Registered Post to ROC indicates that the delivery of Notice dated 27.02.2023 has been successfully delivered to the ROC on 09.02.2023. The documentary proof providing details of the service undertaken by the Transferor Company to the ROC are annexed herewith and marked as **Annexure- A-5**

- vi. That as per the directions of this Hon'ble Tribunal, the Transferor Company served the Notice along with the copy of the Scheme to the Mr, Chandan Kunar, Official Liquidator, High Court, Bombay ("OL") on 04.02.2023, via Registered Post being consignment number EM906435708IN.

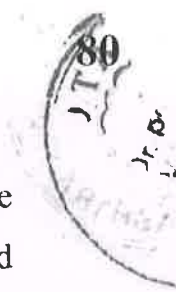
The delivery report for the Registered Post to the OL indicates that the delivery of Notice dated 27.01.2023 has been successfully delivered to the OL on 06.02.2023. The

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

documentary proof providing details of the service undertaken by the Transferor Company to the OL are annexed herewith and marked as **Annexure- A-6**



**II. Service Of Notices on Behalf of Transferee Company:**

- i. That as directed by this Hon'ble Tribunal, the Transferee Company has served the notice along with copy of the Scheme of Amalgamation to its Unsecured Creditors via Registered Post. The details of the service made to the Unsecured Creditors by the Transferee Company are annexed herewith and marked as **Annexure- A-7**
- ii. That as per this Hon'ble Tribunal's directions, the Transferee Company served the Notice along with the copy of the Scheme to the Central Government through the office of Regional Director (Western Region), Ministry of Corporate Affairs, Mumbai on 04.02.2023, via Registered Post bearing consignment number EM906435760IN or EM906435739IN.

The delivery report for the Registered Post to the Central Government through the office of Regional Director (Western Region), Ministry of Corporate Affairs, Mumbai indicates that the delivery of Notice dated 27.01.2023 has been successfully delivered to the Regional Director (Western Region) on 06.02.2023. The documentary proof providing details of the service undertaken by the Transferee Company

*Rush*

For ACG Pharma Technologies Pvt. Ltd.

*Rushma*  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.

*Rushma*  
AUTHORISED SIGNATORY



to the Regional Director (Western Region) are annexed herewith and marked as **Annexure- A-8**

- iii. That as per the directions of this Hon'ble Tribunal, the Transferee Company served the Notice along with the copy of the Scheme to the Department of Goods and Services on 04.02.2023, via Registered Post being consignment number EM906435756IN.

The delivery report for the Registered Post to the Goods and Services Department indicates that the delivery of Notice dated 27.01.2023 has been successfully delivered to the Goods and Services Department on 07.02.2023. The documentary proof providing details of the service undertaken by the Transferee Company to the Goods and Services Department are annexed herewith and marked as **Annexure- A-9**

- iv. That as per the directions of this Hon'ble Tribunal, the Transferee Company served the Notice along with the copy of the Scheme to the Income Tax Authority on 04.02.2023, via Registered Post being consignment number EM906435711IN or EM906435742IN.

The delivery report for the Registered Post to the Income Tax Authority indicates that the delivery of Notice dated 27.01.2023 has been successfully delivered to the Income Tax Authority on 09.02.2023. The documentary proof providing details of the service undertaken by the Transferee Company

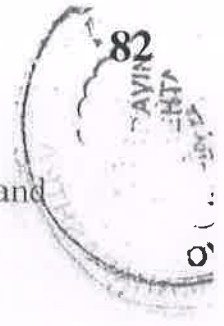
*Rus*

For ACG Pharma Technologies Pvt. Ltd.

*Rushe*  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.

*Rushe*  
AUTHORISED SIGNATORY



to the Income Tax Authorities are annexed herewith and marked as **Annexure- A-10**

- v. That as per the directions of this Hon'ble Tribunal, the Transferee Company served the Notice along with the copy of the Scheme to Shri S.P. Kumar (ROC Mumbai), 100, Everest, Marine Drive, Mumbai ("ROC") on 08.02.2023, via Registered Post being consignment number EM906475242IN or EM906475361IN.

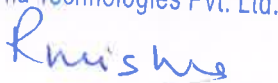
The delivery report for the Registered Post to ROC indicates that the delivery of Notice dated 27.01.2023 has been successfully delivered to the ROC on 09.02.2023. The details of the service undertaken by the Transferee Company to the ROC are annexed herewith and marked as **Annexure- A-11**

7. I say and submit that the service of Notices is complete to the aforementioned extent, in compliance with the order dated 01.12.2022 of this Hon'ble Tribunal in the captioned matter.

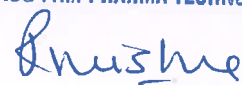
8. I say that no part of this Affidavit is false and nothing has been concealed therefrom.

  
**DEPONENT**

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.

  
AUTHORISED SIGNATORY

VERIFICATION

I, the deponent above named, do hereby verify that the contents of the above Affidavit are true and correct on the basis of the records, no part of it is false and nothing material has been concealed therefrom.

Verified at Mumbai on this 24 MAR 2023 day of March, 2023

*Rushme*  
DEPONENT



before me  
*Dr. Pravin V. Mehta*  
M.A.L.L.M., Ph.D.  
- District & Notary  
101-82/5A, Alice Nagar,  
Chandivli Townshir,  
Chandivli (E), Mumbai - 400 101.  
Ph. 2988 8977  
Mob. 9722119344, 9969054827

24 MAR 2023

For ACG Pharma Technologies Pvt. Ltd.

*Rushme*  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.

*Rushme*  
AUTHORISED SIGNATORY

**Annexure A - 1**

|   |  |   |  |   |  |   |
|---|--|---|--|---|--|---|
|   |  | Track this shipment dhl.com<br><b>Shipment Waybill</b><br><small>(Shipper's copy)</small> |  | Verifiable<br>02<br>2023  | Shipment Waybill Number<br><b>896 2786 254</b> | ORIGIN<br>DESTINATION CODE  |
| <b>1 Transport and Insurance Payment Details</b>  |  |   |  |   |  | <b>2 Products &amp; Services</b><br>Shipping Option<br>EXPRESS POLICY<br><input type="checkbox"/> International Document<br><input type="checkbox"/> International Return Document<br><input type="checkbox"/> Customs Union<br><input type="checkbox"/> Insurance<br>Type of Export<br><input type="checkbox"/> Permanent <input type="checkbox"/> Temporary<br>Product to be transported<br><input type="checkbox"/> Dual Signature <input type="checkbox"/> Limited liability (insurance only) |
| Charge to: <input type="checkbox"/> Shipper <input type="checkbox"/> Consignee <input type="checkbox"/> 3rd party <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit card<br>Payer Account No.<br>Shipment Value Protection: <input type="checkbox"/> Yes <input type="checkbox"/> No (see reverse)<br>Yes insured value: <input type="checkbox"/> Yes <input type="checkbox"/> No (see reverse)<br>Non-AT countries: <input type="checkbox"/> AT <input type="checkbox"/> BE <input type="checkbox"/> CH <input type="checkbox"/> DE <input type="checkbox"/> ES <input type="checkbox"/> FR <input type="checkbox"/> GR <input type="checkbox"/> IE <input type="checkbox"/> IT <input type="checkbox"/> NL <input type="checkbox"/> PT <input type="checkbox"/> UK |  |   |  |   |  |   |
| <b>2 From (Shipper)</b> <small>BLOCK LETTERS recommended</small><br>Shipper's Account Number: _____ Contact Name: _____<br>Shipper's Reference: <b>Manoj Take ACG Pharma</b><br>Company Name: <b>Technologies Pvt. Ltd. At post</b><br>Address: <b>Shivajinagar Tel-khandala</b><br><b>Dist. Badona - Maharashtra</b><br><b>India</b><br>Postcode/Zip Code (required if applicable): _____ Phone (Mobile preferred): _____<br>E-Mail: _____   |  |   |  | <b>4 Shipment Pieces and Weight</b><br>Total number of pieces: <b>01</b> Total Weight: <b>0.5</b> kg  |  | CHARGES<br>Services<br>Other<br>Insurance<br>VAT<br>CURRENCY TOTAL<br>PAYMENT DETAILS (Group, Card No.)<br>No.: _____<br>Type Code<br>Express<br>Picked up by<br>Route No. _____<br>Time Date   |
| <b>3 To (Consignee)</b> <small>BLOCK LETTERS recommended</small><br>Company Name: <b>DR. Igues Abdelmoumin</b><br>Delivery Address: <b>17 Cooperative El Djamel</b><br><b>Route Bouchbaek Dely Ibrahim</b><br><b>Algiers - ALGERIA</b><br>Postcode/Zip Code (required if applicable): <b>16035</b> Country: _____<br>Contact Name: _____ Phone (Mobile preferred): <b>+213661557511</b><br>E-Mail: _____  |  |   |  | <b>5 Full Description of Contents and Quantity</b> <small>BLOCK LETTERS recommended</small><br><b>Box</b>   |  |   |
| <b>6 Non-Document Shipments Only (Customs Requirement)</b><br>Shipper's VAT/GST Number: _____ Consignee's VAT/GST or Shipper's EIN/VSN: _____<br>Declared Value for Customs (as an exemption/briefcase in case): _____<br>Bill Destination Duties/Taxes: <input type="checkbox"/> Shipper <input type="checkbox"/> Consignee <input type="checkbox"/> Other (specify in additional notes)   |  |   |  | <b>7 Shipper's Agreement (Signature required)</b><br>Unless otherwise agreed in writing, I/we agree that DHL's Terms and Conditions of Carriage are all the terms of the contract between me/us and DHL and I/ we accept such Terms and Conditions and, where applicable, the Warsaw Convention limits and/or exclude DHL's liability for loss, damage or delay and (2) this shipment does not contain cash or dangerous goods (see reverse).<br>Signature: _____ Date: <b>2 / 2 / 23</b> |  |   |

For ACG Pharma Technologies Pvt. Ltd.

*Rnushwa*  
 Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.

*Rnushwa*  
 AUTHORISED SIGNATORY

<Dial 1800266888> <Wear Masks, Stay Safe>

85

RM25278974311/8277252789743  
FGN RL SHIRVAL S.O<412801>  
Counter No:1,31/01/2023,11:30  
To: DR ATUL KHUR, ARMATECH LTD, DUB  
UNITED ARAB EMIRATES PIN:71241  
From: MANOJ TOKE, ACG PHARMA TECH  
Wt:130gms  
Amt:293.00(Cash)0.00  
<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>

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For ACG Pharma Technologies Pvt. Ltd.

*Rudra*

Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT. LTD.

*Rudra*  
AUTHORISED SIGNATORY



Amt:55.00(Cash)  
<Track on www.indiapost.gov.in>  
<Dial 18002666868> <Wear Masks,



86

RM252789655IN IVR:8277252789655  
RL SHIRVAL S.O <412801>  
Counter No:1,28/01/2023,11:22  
To:INNOVATIVE TECHNOLOGICS,709-10  
PIN:400064, Malad West Bely 50  
From:MANOJ YERMALKAR,ACG PHARMA  
Wt:12Bans

For ACG Pharma Technologies Pvt. Ltd.

Rushu  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.


Rushu  
AUTHORISED SIGNATORY

<Dial 18002666868> <Wear Masks, Stay Safe>



RN252789726IN/8277252789726  
FOM RL SHIRVAL S.O<412801>  
Counter No:1,31/01/2023,11:30  
To: ARMIN POMPL,MORRNING-40,GERM  
GERMANYPIN:91207  
From:MANOJ TOKI,ACG PAHRANA TECH  
Wt:130gms  
Amt:300.00(Cash)0.00  
<Track on www.indianpost.gov.in>

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For ACG Pharma Technologies Pvt. Ltd.  
  
Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT. LTD.



AUTHORISED SIGNATORY

For more information see DHL Web Site www.dhl.com

**1 Transport and Insurance/Payment Details**

Charge to  Shipper  Consignee  3rd party  cash

Payer Account No. \_\_\_\_\_

Shipment Value Protection see reverse.  Yes (insured value)  No (not insured value)

Net payment:  cash  cheque  credit card

**2 From (Shipper)**

Shipper's Account Number: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Shipper's Reference: Mony Tokel ACG Pharma Technologies Pvt Ltd

Address: Shree's Tech Park

Postcode/Zip Code (required, if applicable): \_\_\_\_\_ Phone (Mobile preferred): \_\_\_\_\_

E-Mail: Indira 412801

**3 To (Consignee)**

Company Name: Carbos collection Phars

Delivery Address (DHL does not deliver to a PO box)  Residential address: Pharma S N C RUC Barcelona

Postcode/Zip Code (required, if applicable): \_\_\_\_\_ Country: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone (Mobile preferred): 51-997-1921

E-Mail: \_\_\_\_\_

Track the shipment: [dhl.com](http://dhl.com)  
Shipment Waybill

Valid until: 02 2023

Shipment Waybill Number: **896 2786 232**

ORIGIN



4 Shipment Pieces and Weight

Total number of pieces: \_\_\_\_\_ Total Weight: \_\_\_\_\_ KG

5 Full Description of Contents and Quantity

Box

6 Non-Document Shipments Only (Customs Requirement)

Shipper's VAT/GST Number: \_\_\_\_\_ Consignee's VAT/GST or Shipper's EIN/ISSN: \_\_\_\_\_

Declared Value for Customs (as on commercial/proforma invoice): \_\_\_\_\_

Bill Destination Duties/Taxes: If left blank consignee pays duties/taxes

Shipper  Consignee  Other

7 Shipper's Agreement (Signature required)

I/We hereby agree to the terms and conditions of carriage and all the terms of the contract between DHL and DHL and I/We agree to pay the applicable, the Warsaw Convention limits and/or excludes DHL's liability for loss, damage or delay and I/We agree to indemnify DHL for any and all claims against DHL arising out of or in connection with this shipment.

Signature: \_\_\_\_\_ Date: 2.12.2023

DESTINATION CODE

3 Products & Services

Shipping Options

EXPRESS WORLDWIDE

International Document

International Non-Documint

European Union

Domestic

Type of Export

Permanent  Temporary

Special Services (extra charges apply)

Direct Signature  Extended Liability (Domestic only)

CHARGES

Services

Other

Insurance

VAT

CURRENCY TOTAL

PAYMENT DETAILS (Cheque, Card No.)

No.:

Type Code

Expires

Picked up by

Route No.

Time Date

Shipper's copy/Receipt

For ACG PHARMA TECHNOLOGIES PVT LTD

Rushu

AUTHORISED SIGNATORY

For ACG Pharma Technologies Pvt. Ltd.

Rushu  
Authorised Signatory

<Dial 18002666868> <Wear Masks, Stay Safe>

RH252789607IN/8277252789607

FGN RL SHIRVAL S.O<412801>

Counter No:1,31/01/2023,11:30

To: HUYNH DA PHU,B102,QUARTER2,HO

VIETNAMPH:626230

From:MANGI TOKE,ACG PHARMA TECH

Wt:130gms

Am:300.00(Cash)0.00

<Track on www.indianpost.gov.in>



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FC  
Co  
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Wt

For ACG Pharma Technologies Pvt. Ltd.

*Rushu*  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.

*Rushu*  
AUTHORISED SIGNATORY

भारतीय डाक



India Post

RN252789690IM/B277252789690  
FGH RL SHIRVAL S.O.<412801>  
Counter No:1,31/01/2023,11:30  
To: SAEID MAMDOU,AMTIZ SAZAN ARIA  
IRAMPIN:16616  
From:MANOJ TOKE,ACG PHARMA TECH  
Wt:130gms  
Amt:293.00(Cash)0.00  
<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>

RE  
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For ACG Pharma Technologies Pvt. Ltd.

*Rishi*  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.

*Rishi*  
AUTHORISED SIGNATORY

## BULK POSTED SHIRWAL SO DTD.28.01.2023

| SL | Barcode       | Pincode | Name                   | ADD1                  | Weight | COD |
|----|---------------|---------|------------------------|-----------------------|--------|-----|
| 1  | RM252790123IN | 411019  | PARTH VALVES           | M.PHULENAGAR S.O      | 228    | 80  |
| 2  | RM252789995IN | 400067  | JITENDRA HARDWARE      | KANDIVALI WEST S.O    | 228    | 80  |
| 3  | RM252790052IN | 400097  | AAYUSH ENTERPRISES     | RANI SATI MARG S.O    | 228    | 80  |
| 4  | RM252789981IN | 412801  | AA ENTERPRISES         | SHIRWAL S.O           | 228    | 80  |
| 5  | RM252790110IN | 400059  | AMAN INTERNATIONAL     | MAROL NAKA S.O        | 228    | 80  |
| 6  | RM252790049IN | 396230  | AMI POLYMER            | SILVASSA S.O          | 228    | 80  |
| 7  | RM252789978IN | 411062  | ANIKET ENGINEERING     | RUPEENAGAR S.O        | 228    | 80  |
| 8  | RM252790106IN | 411026  | ASK ENGINEERS          | INDRAYANINAGAR S.O    | 228    | 80  |
| 9  | RM252790035IN | 411045  | BAUMER INDIA           | N.I.A. S.O            | 228    | 80  |
| 10 | RM252789964IN | 600041  | BURKERT INDIA          | VALMIKI NAGAR S.O     | 228    | 80  |
| 11 | RM252790168IN | 382330  | CHAUHAN ENGERRING      | NARODA S.O            | 228    | 80  |
| 12 | RM252790097IN | 412801  | CHINTAMANI INDUSTRE    | SHIRWAL S.O           | 228    | 80  |
| 13 | RM252790021IN | 400004  | DIVINE IMPEX           | OPERA HOUSE S.O       | 228    | 80  |
| 14 | RM252789876IN | 400081  | ELECTRONIC ENTERPRISES | MULUND EAST S.O       | 228    | 80  |
| 15 | RM252789805IN | 560001  | FESTO INDIA            | BANGALORE G.P.O.      | 228    | 80  |
| 16 | RM252789947IN | 400068  | FLOWTECH               | DAHISAR S.O           | 228    | 80  |
| 17 | RM252789955IN | 411001  | HITECH CORPORATION     | PUNE H.O              | 228    | 80  |
| 18 | RM252789880IN | 400003  | JINESH TRADING COMPANY | NULL BAZAR S.O        | 228    | 80  |
| 19 | RM252789814IN | 400053  | RADIX ELECTRO          | ANDHERI H.O           | 228    | 80  |
| 20 | RM252789933IN | 410501  | PROFIVE ENG            | CHAKAN S.O            | 228    | 80  |
| 21 | RM252789862IN | 400016  | POLLUTECK              | MAHIM H.O             | 228    | 80  |
| 22 | RM252789791IN | 411041  | PHOENIX                | VADGAON BUDRUK S.O    | 228    | 80  |
| 23 | RM252789920IN | 560058  | PEPPERL                | PEENYA SMALL INDUSTF  | 228    | 80  |
| 24 | RM252789788IN | 411028  | OM SAI ENTERPRISES     | SASANENAGAR S.O       | 228    | 80  |
| 25 | RM252789859IN | 411041  | PALLWIN TECHNO         | VADGAON BUDRUK S.O    | 228    | 80  |
| 26 | RM252789916IN | 411026  | OM SAI ENGE            | INDRAYANINAGAR S.O    | 228    | 80  |
| 27 | RM252789845IN | 411046  | NIRMAL INDUSTRIES      | KATRAJ S.O            | 228    | 80  |
| 28 | RM252789774IN | 413133  | NETFIL TECH            | BARAMATI MIDC S.O     | 228    | 80  |
| 29 | RM252789902IN | 416528  | NEHA ENGINEERING       | INDUSTRIAL AREA PINGI | 228    | 80  |
| 30 | RM252789831IN | 411018  | MITSUBISHI ELE         | PIMPRI P F S.O        | 228    | 80  |
| 31 | RM252789765IN | 401207  | MICRO P                | PAPDI S.O             | 228    | 80  |
| 32 | RM252789757IN | 411045  | MAESTROTEK             | N.I.A. S.O            | 228    | 80  |
| 33 | RM252789828IN | 411045  | MAESTROTEK             | N.I.A. S.O            | 228    | 80  |
| 34 | RM252789893IN | 400079  | JUPITER INTE           | VIKROLI S.O           | 228    | 80  |
| 35 | RM252790211IN | 414111  | JITAMITRA EL           | MIDC (ANR) S.O        | 228    | 80  |
| 36 | RM252790287IN | 411046  | SV ENGINEERING         | KATRAJ S.O            | 228    | 80  |
| 37 | RM252790358IN | 400104  | WESTERN POLY           | MOTILAL NAGAR S.O     | 228    | 80  |
| 38 | RM252790225IN | 382220  | SMC CO                 | BAVLA S.O             | 228    | 80  |
| 39 | RM252790295IN | 421302  | SEFAR INDIA            | SHASTRINAGAR S.O (TH/ | 228    | 80  |
| 40 | RM252790361IN | 401208  | SAMS TECHNO            | VASAI EAST IE S.O     | 228    | 80  |
| 41 | RM252790375IN | 412105  | SAMARTH EN             | ALANDI DEVACHI S.O    | 228    | 80  |
| 42 | RM252790300IN | 411046  | SAGAR ENGINEERING      | KATRAJ S.O            | 228    | 80  |
| 43 | RM252790344IN | 560058  | AVENTICS INDIA         | PEENYA SMALL INDUSTF  | 228    | 80  |
| 44 | RM252790273IN | 396171  | WESTERN RUB            | UMARGAM I.E. S.O      | 228    | 80  |
| 45 | RM252790335IN | 411017  | VASHI INTERGRATED      | PIMPRI WAGHIRE S.O    | 228    | 80  |

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.

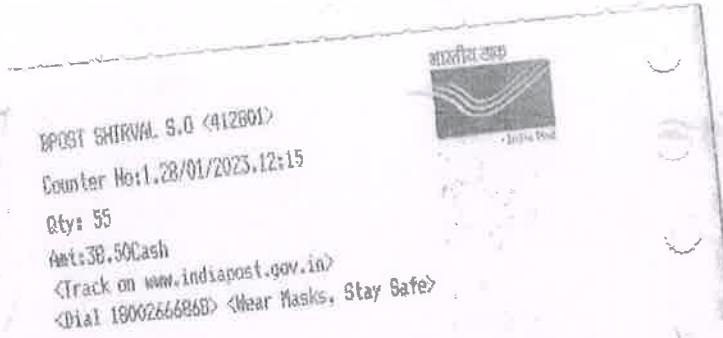
For ACG Pharma Technologies Pvt. Ltd.

*Rushir*  
 Authorised Signatory

*Rushir*  
 AUTHORISED SIGNATORY

|                  |                           |                    |     |      |
|------------------|---------------------------|--------------------|-----|------|
| 46 RM252790260IN | 400067 S K ENGINNERING    | KANDIVALI WEST S.O | 228 | 80   |
| 47 RM252790327IN | 400088 SPECIFIC           | TROMBAY S.O        | 228 | 80   |
| 48 RM252790256IN | 411026 SHAHADE FABRICATOR | INDRAYANINAGAR S.O | 228 | 80   |
| 49 RM252790313IN | 411028 SAMSON CONTROLES   | SASANENAGAR S.O    | 228 | 80   |
| 50 RM252790242IN | 412801 SAI ENTERP         | SHIRWAL S.O        | 228 | 80   |
| 51 RM252790239IN | 401208 RIKON PHARMA       | VASAI EAST IE S.O  | 228 | 80   |
| 52 RM252790208IN | 411046 ASSOCIATED         | KATRAJ S.O         | 228 | 80   |
| 53 RM252790199IN | 411046 HORIZON STEELS     | KATRAJ S.O         | 228 | 80   |
| 54 RM252790185IN | 411046 YOESH ENTERPRIES   | KATRAJ S.O         | 228 | 80   |
| 55 RM252790171IN | 400606 VINTEX EN          | JEKEGRAM S.O       | 228 | 80   |
|                  |                           |                    |     | 4400 |

SENDER ACG PHARMA  
TECHNOLOGIES PVT  
-412801



*[Signature]*  
SUB POST MASTER (LSG)  
SHIRWAL S. O. 412801



For ACG PAM PHARMA TECHNOLOGIES PVT LTD

For ACG Pharma Technologies Pvt. Ltd.

*[Signature]*

Authorised Signatory

*[Signature]*  
AUTHORISED SIGNATORY

TO  
 ACG PHARMA TECHNOLOGIES PRIVATE LIMITED  
 Plot # 127 , PAM HOUSE, Kandivali Ind. Estate ,  
 Charkop, Kandivali (w), Mumbai - 67  
 GST : 27AAACP4776H1Z6

| SR | CUSTOMER NAME                    | Destination | PINCODE | PCS | Weight | AWB No        |
|----|----------------------------------|-------------|---------|-----|--------|---------------|
| 1  | D H EXPORTS PVT LTD              | NAVI MUMBAI | 400705  | 1   | 0.214  | EM130615005IN |
| 2  | AMBEKRUPA INDUSTRIES             | KANDIVALI   | 400067  | 1   | 0.214  | EM130614521IN |
| 3  | MITESH ENTERPRISES               | MULUND      | 400081  | 1   | 0.214  | EM130614645IN |
| 4  | G P INDUSTRIES                   | PUNE        | 411017  | 1   | 0.214  | EM130614858IN |
| 5  | GOLDEN WOODEN BOXES              | KANDIVALI   | 400067  | 1   | 0.214  | EM130614637IN |
| 6  | SHARAYU ENGINEERING PVT LTD      | PUNE        | 411046  | 1   | 0.214  | EM130615270IN |
| 7  | ZEON ENTERPRISES                 | THANE       | 400602  | 1   | 0.214  | EM130614623IN |
| 8  | NITIN ENTERPRISES                | DAHISAR     | 400068  | 1   | 0.214  | EM130614610IN |
| 9  | SAI FABRICATORS                  | THANE       | 400606  | 1   | 0.214  | EM130614606IN |
| 10 | AMIN BEARING COMPANY             | MUMBAI      | 400003  | 1   | 0.214  | EM130614455IN |
| 11 | MICRO TECH INDUSTRIES            | BHIWANDI    | 421302  | 1   | 0.214  | EM130614654IN |
| 12 | DAVIS INDUSTRIES                 | NAIGAON     | 401208  | 1   | 0.214  | EM130614464IN |
| 13 | DOW ENGIFAB LLP                  | VASAI       | 401208  | 1   | 0.214  | EM130614478IN |
| 14 | CHINTAMANI INDUSTRIES            | KHANDALA    | 412801  | 1   | 0.214  | EM130614844IN |
| 15 | BHAVYAM ENGINEERING TECHNOLOGIES | PUNE        | 411041  | 1   | 0.214  | EM130615221IN |
| 16 | ACRYPOL PRODUCTS                 | PUNE        | 412205  | 1   | 0.214  | EM130615102IN |
| 17 | M P METAL WORKS                  | SANGLI      | 416301  | 1   | 0.214  | EM130615439IN |
| 18 | KEYENCE INDIA PVT LTD            | CHENNAI     | 600032  | 1   | 0.214  | EM130615487IN |
| 19 | SAGAR ENGINEERING WORKS          | PUNE        | 411046  | 1   | 0.214  | EM130614892IN |
| 20 | TUSHAR INDUSTRIES                | PUNE        | 411046  | 1   | 0.214  | EM130614861IN |
| 21 | SAI SIDDHI ELECTRO CUT           | GOREGAON    | 400063  | 1   | 0.214  | EM130614481IN |
| 22 | GIRISH TRADING CO                | PUNE        | 411011  | 1   | 0.214  | EM130615283IN |
| 23 | META FABS (INDIA)                | KANDIVALI   | 400067  | 1   | 0.214  | EM130614495IN |
| 24 | SAS POWERTECH PVT LTD            | PUNE        | 411045  | 1   | 0.214  | EM130615297IN |
| 25 | PHOENIX MECANO INDIA PVT LTD     | PUNE        | 410506  | 1   | 0.214  | EM130615306IN |
| 26 | APRATEK TECHNOLOGY SOLUTIONS     | SANTACRUZ   | 400055  | 1   | 0.214  | EM130614504IN |
| 27 | ACCUSPIRALS                      | BANGALORE   | 560058  | 1   | 0.214  | EM130615345IN |
| 28 | MOKSH PRECISION ENGINEERING      | GOREGAON    | 400063  | 1   | 0.214  | EM130614518IN |
| 29 | SAI ENTERPRISES                  | PUNE        | 411051  | 1   | 0.214  | EM130615310IN |
| 30 | QUESS CORP LTD                   | ANDHERI     | 400093  | 1   | 0.214  | EM130614570IN |
| 31 | PANCHAL BROTHERS                 | MALAD       | 400067  | 1   | 0.214  | EM130614566IN |
| 32 | S P SERVICES                     | SATARA      | 412803  | 1   | 0.214  | EM130614875IN |
| 33 | SHREE GANESH ENTERPRISES         | KANDIVALI   | 400101  | 1   | 0.214  | EM130614552IN |
| 34 | KALPAVRUX                        | GUJARAT     | 391740  | 1   | 0.214  | EM130615368IN |
| 35 | MEXO INDUSTRIES                  | KANDIVALI   | 400067  | 1   | 0.214  | EM130614549IN |
| 36 | JADHAV MAGNETS AND VIBRATORS     | VIRAR       | 401301  | 1   | 0.214  | EM130614447IN |
| 37 | SMC CORPORATION INDIA PVT LTD    | GUJARAT     | 382220  | 1   | 0.214  | EM130615371IN |
| 38 | FRANSTEK BELTS PVT LTD           | GOA         | 403601  | 1   | 0.214  | EM130615425IN |
| 39 | CARVER ENTERPRISES               | PUNE        | 411004  | 1   | 0.214  | EM130615195IN |
| 40 | TIXO FAB                         | VASAI       | 401208  | 1   | 0.214  | EM130614535IN |
| 41 | SADGURU ENGINEERING              | MALAD       | 400067  | 1   | 0.214  | EM130614583IN |
| 42 | SKILL TECH ENGINEERS             | THANE       | 400604  | 1   | 0.214  | EM130614671IN |
| 43 | B & R INDUSTRIAL AUTOMATION      | PUNE        | 411003  | 1   | 0.214  | EM130615204IN |
| 44 | SHREE UDYOG                      | JOGESHWARI  | 400102  | 1   | 0.214  | EM130614597IN |
| 45 | RAVIRAJ ENTERPRISES              | PUNE        | 411026  | 1   | 0.214  | EM130614915IN |
| 46 | SNEHA INDUSTRIES                 | PUNE        | 411026  | 1   | 0.214  | EM130614901IN |
| 47 | SCHAEFFLER INDIA LTD             | PUNE        | 410506  | 1   | 0.214  | EM130615266IN |
| 48 | DYNAMIC ENGINEERS                | PUNE        | 411023  | 1   | 0.214  | EM130615076IN |
| 49 | TOSHVI COMPUTER                  | PUNE        | 411030  | 1   | 0.214  | EM130615164IN |

For ACG PHARMA TECHNOLOGIES PVT LTD

For ACG Pharma Technologies Pvt. Ltd.

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|     |                                    |            |        |   |       |               |
|-----|------------------------------------|------------|--------|---|-------|---------------|
| 50  | ACG PHARMAPACK PVT LTD             | SATARA     | 412801 | 1 | 0.214 | EM130614950IN |
| 51  | RAHUL ENGINEERING                  | PUNE       | 411029 | 1 | 0.214 | EM1306151551N |
| 52  | FLEXIBLE AUTOMATION SYSTEM PVT LTD | BANGALORE  | 560052 | 1 | 0.214 | EM1306154731N |
| 53  | SAKET ENTERPRISES                  | PUNE       | 411051 | 1 | 0.214 | EM1306151471N |
| 54  | SILENG MANUFACTURING INDIA PVT LTD | BANGALORE  | 560064 | 1 | 0.214 | EM1306154601N |
| 55  | KUSUM ENGINEERS                    | BHANDUP    | 400078 | 1 | 0.214 | EM1306144021N |
| 56  | SAI ENGINEERS                      | PUNE       | 411026 | 1 | 0.214 | EM1306151331N |
| 57  | AMBIKA ENGINEERING WORKS           | THANE      | 401105 | 1 | 0.214 | EM1306144331N |
| 58  | VASHI INTEGRATED SOLUTIONS LTD     | MANKOLI    | 421305 | 1 | 0.214 | EM1306144201N |
| 59  | MARSHAL THREADING COMPANY          | PUNE       | 412308 | 1 | 0.214 | EM1306151201N |
| 60  | LUBI ELECTRONICS                   | AHMEDABAD  | 382325 | 1 | 0.214 | EM1306153991N |
| 61  | JAY TEE ENTERPRISE                 | THANE      | 401105 | 1 | 0.214 | EM1306142121N |
| 62  | FESTO INDIA PVT LTD                | BANGALORE  | 560099 | 1 | 0.214 | EM1306154421N |
| 63  | DHARMESH ENTERPRISES               | MULUND     | 400081 | 1 | 0.214 | EM1306142261N |
| 64  | MAESTROTEK INNOVATIONS PVT LTD     | PUNE       | 411045 | 1 | 0.214 | EM1306151161N |
| 65  | MICROTECH ENGINEERING              | PUNE       | 411026 | 1 | 0.214 | EM1306150141N |
| 66  | SPRUCE PAX PVT LTD                 | PUNE       | 410501 | 1 | 0.214 | EM1306148001N |
| 67  | CHAVARE ENGINEERING PVT LTD        | DOMBIVALI  | 421201 | 1 | 0.214 | EM1306142301N |
| 68  | S N ENGINEERING                    | THANE      | 400601 | 1 | 0.214 | EM1306142431N |
| 69  | INDUSTRIAL TRADING COMPANY         | PUNE       | 411026 | 1 | 0.214 | EM1306148131N |
| 70  | ACG INSPECTION SYSTEMS PVT LTD     | KANDIVALI  | 400067 | 1 | 0.214 | EM1306142571N |
| 71  | MITSUBISHI ELECTRIC INDIA          | PUNE       | 412106 | 1 | 0.214 | EM1306152181N |
| 72  | ACG PHARMA TECHNOLOGIES PVT LTD    | KHANDALA   | 412801 | 1 | 0.214 | EM1306148891N |
| 73  | RAAJRATNA METAL INDUSTRIES LTD     | AHMEDABAD  | 382729 | 1 | 0.214 | EM1306153541N |
| 74  | TECHNOFOUR ELECTRONICS PVT LTD     | PUNE       | 412205 | 1 | 0.214 | EM1306147951N |
| 75  | SAGAR INDUSTRIES                   | PUNE       | 411046 | 1 | 0.214 | EM1306148271N |
| 76  | SHREE RAM PRECISION                | PUNE       | 411046 | 1 | 0.214 | EM1306148351N |
| 77  | IGUS INDIA PVT LTD                 | BANGALORE  | 560001 | 1 | 0.214 | EM1306154561N |
| 78  | ABM ENTERPRISES                    | MUMBAI     | 400067 | 1 | 0.214 | EM1306143931N |
| 79  | ACCUSION ENGINEERING PVT LTD       | PUNE       | 412205 | 1 | 0.214 | EM1306149631N |
| 80  | GHANSJYAM ENGINEERING              | PUNE       | 411026 | 1 | 0.214 | EM1306150931N |
| 81  | M'LA SALES CORPORATION             | PUNE       | 411018 | 1 | 0.214 | EM1306151811N |
| 82  | SK ENGG & SERVICES                 | KANJURMARG | 400042 | 1 | 0.214 | EM1306142651N |
| 83  | KALA ENGINEERING WORKS             | DAHISAR    | 400068 | 1 | 0.214 | EM1306142741N |
| 84  | PINNACLE SERVICES                  | THANE      | 401107 | 1 | 0.214 | EM1306142881N |
| 85  | ACG ASSOCIATED CAPSULES            | KANDIVALI  | 400067 | 1 | 0.214 | EM1306142911N |
| 86  | R K LAPPINGS                       | BORIVALI   | 400091 | 1 | 0.214 | EM1306143051N |
| 87  | CHETAN ENTERPRISES                 | THANE      | 421311 | 1 | 0.214 | EM1306143141N |
| 88  | DELIGHT ELECTRO TRADERS            | BYCULLA    | 400010 | 1 | 0.214 | EM1306143801N |
| 89  | GEBR BECKER INDIA VACUUM PUMPS     | PUNE       | 411038 | 1 | 0.214 | EM1306151781N |
| 90  | INDO BEARING TRADERS               | ANDHERI    | 400059 | 1 | 0.214 | EM1306143281N |
| 91  | SOMAIYA TECHNO PRODUCTS (STP)      | KOLHAPUR   | 416122 | 1 | 0.214 | EM1306153851N |
| 92  | SAJ ENGINEERING WORKS              | JOGESHWARI | 400102 | 1 | 0.214 | EM1306147731N |
| 93  | INDO GERMAN VACU TREAT PVT LTD     | KHED PUNE  | 410501 | 1 | 0.214 | EM1306153371N |
| 94  | TIP TOP SERVICES                   | PUNE       | 411038 | 1 | 0.214 | EM1306153231N |
| 95  | VENKATESHWARA AUTOMATION           | PUNE       | 411019 | 1 | 0.214 | EM1306152521N |
| 96  | MEHETRE INDUSTRIES PVT LTD         | PUNE       | 411019 | 1 | 0.214 | EM1306152491N |
| 97  | SHREEJI CORPORATION                | MALAD      | 400064 | 1 | 0.214 | EM1306146851N |
| 98  | BHANDARI ENGINEERING WORKS         | BHAYANDAR  | 401105 | 1 | 0.214 | EM1306146681N |
| 99  | FAMOUS ENTERPRISES                 | PUNE       | 411002 | 1 | 0.214 | EM1306152351N |
| 100 | BRISK ELECTRONICS PVT LTD          | PUNE       | 411004 | 1 | 0.214 | EM1306150801N |
| 101 | DELUXE ENGINEERING WORKS           | THANE      | 400604 | 1 | 0.214 | EM1306143311N |
| 102 | MORALE ENTERPRISES                 | KANDIVALI  | 400101 | 1 | 0.214 | EM1306146991N |
| 103 | TRINETRA ENTERPRISES               | PUNE       | 411033 | 1 | 0.214 | EM1306149771N |
| 104 | SHIVRAJ ASSOCIATES                 | PUNE       | 411035 | 1 | 0.214 | EM1306149851N |

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|     |                                     |             |        |   |       |               |
|-----|-------------------------------------|-------------|--------|---|-------|---------------|
| 105 | SUBHA INDUSTRIES                    | PUNE        | 411039 | 1 | 0.214 | EM130614994IN |
| 106 | BURKERT CONTROMATIC                 | CHENNAI     | 600041 | 1 | 0.214 | EM130615495IN |
| 107 | N P INDUSTRIES                      | GOREGAON    | 400063 | 1 | 0.214 | EM130614708IN |
| 108 | 4PEL SUN ABILITY PVT LTD            | GURUGRAM    | 122002 | 1 | 0.214 | EM130615500IN |
| 109 | RACHAMALLU FORGINGS PVT             | HYDERABAD   | 500016 | 1 | 0.214 | EM130615408IN |
| 110 | ADVANCE COOLING SYSTEM PVT LTD      | NAVI MUMBAI | 400701 | 1 | 0.214 | EM130614711IN |
| 111 | S D M ENGINEERING WORKS             | SANTACRUZ   | 400055 | 1 | 0.214 | EM130614725IN |
| 112 | RAJDEEP AUTOMATION PVT LTD          | PUNE        | 411041 | 1 | 0.214 | EM130615045IN |
| 113 | AMAN INTERNATIONAL                  | ANDHERI     | 400059 | 1 | 0.214 | EM130614739IN |
| 114 | R S INDUSTRIES                      | JOGESHWARI  | 400102 | 1 | 0.214 | EM130614742IN |
| 115 | JITENDRA HARDWARE MART              | KANDIVALI   | 400067 | 1 | 0.214 | EM130614756IN |
| 116 | R K INDUSTRIES                      | THANE       | 400607 | 1 | 0.214 | EM130614760IN |
| 117 | SEIMITSU FACTORY AUTOMATION PVT LTD | PUNE        | 411019 | 1 | 0.214 | EM130615059IN |
| 118 | M D ENTERPRISES                     | MULUND      | 400080 | 1 | 0.214 | EM130614345IN |
| 119 | M N S ENGINEERS                     | PUNE        | 411030 | 1 | 0.214 | EM130615062IN |
| 120 | PRATULYA ENTERPRISES                | DAHANU      | 401602 | 1 | 0.214 | EM130614359IN |
| 121 | SREE RAMAKRISHNA ENGINEERING WORKS  | BANGALORE   | 560002 | 1 | 0.214 | EM130615411IN |
| 122 | SHREEJI MARKETING CORPORATION       | PUNE        | 411018 | 1 | 0.214 | EM130614929IN |
| 123 | DURGA MECHATRONICS PVT              | ANDHERI     | 400093 | 1 | 0.214 | EM130614362IN |
| 124 | CEEKAY TOOLS                        | PUNE        | 411046 | 1 | 0.214 | EM130614932IN |
| 125 | MISUMI INDIA PVT LTD                | GURGAON     | 122016 | 1 | 0.214 | EM130615513IN |
| 126 | GAJANAN ENTERPRISES                 | PUNE        | 411046 | 1 | 0.214 | EM130615031IN |
| 127 | KOEL COLOURS PVT LTD                | GUJARAT     | 396195 | 1 | 0.214 | EM130614946IN |
| 128 | AVANTOR PERFORMANCE MATERIALS       | THANE       | 400607 | 1 | 0.214 | EM130614787IN |
| 129 | SHREE SIDDHI VINAYAK INDUSTRIES     | MIRA ROAD   | 401104 | 1 | 0.214 | EM130614376IN |
| 130 | CHETAN BEARINGS PVT LTD             | PUNE        | 411003 | 1 | 0.214 | EM130615028IN |



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Am:55.00(Cash)

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<Dial 1800266868> <Wear Masks,



96

RM252789641IN IUR:8277252789641

RL SHIRVAL S.O <412B01>

Counter No:1,28/01/2023,11:22

To:PRASHANT DESHPANDE,108

PIN:400601, Thane H.O

From:MANOJ YERMALKAR,ACG PHARMA

Wt:128gms

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<Dial 1800266666> Wear MASKS, Stay Safe



RN252789712IN/827252789712  
FBN RL SHIRVAL B.D<412801>  
Counter No:1,31/01/2023,11:30  
To: SALESFORCE .,13-01,SUNTECH TO  
SINGAPOREPIN:038985  
From:MANGJ TOKE,ACG PHARMA TECH  
Wt:130gms  
Amt:293.00(Cash)0.00  
<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>

RN  
FB  
Co  
—  
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Wt  
Te

india@post.in  
09-16

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RM252789624IM IVR:8277252789624  
RL SHIRVAL, S.O <412801>  
Counter No:1,28/01/2023,11:22  
To:SORYA LOGISTICS,123/1/2/3  
PIN:412105, Alandi Devachi S.O  
From:MANDJ YERWALKAR,ACG PHARMA  
Wt:128gms

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<Dial 18002668868> <Wear Masks.>



99

RM252769638IN IVR:8277252769638  
RL GHIRVAL S.O <412801>  
Counter No:1,28/01/2023,11:22  
To:ZAMIL STEEL B,ALMONTE SOFTWARE  
PIN:411020, Range Hills S.O  
From:MANOJ YERMAKAR,ACG PHARMA  
Wt:128gms

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| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 04/02/2023<br>09:33:26 | 400002              | 70.80  | Speed Post Parcel Domestic | Kalbadevi H.O     | 06/02/2023<br>17:52:36 |

Event Details For : EM906435739IN

Current Status : Item Delivery Confirmed

| Date       | Time     | Office      | Event                   |
|------------|----------|-------------|-------------------------|
| 06/02/2023 | 17:52:36 | Mumbai GPO  | Item Delivery Confirmed |
| 06/02/2023 | 10:57:01 | Mumbai GPO  | Out for Delivery        |
| 06/02/2023 | 08:54:22 | Mumbai GPO  | Item Received           |
| 05/02/2023 | 07:06:08 | Mumbai PH   | Item Dispatched         |
| 05/02/2023 | 04:32:32 | Mumbai PH   | Item Bagged             |
| 05/02/2023 | 03:39:19 | Mumbai PH   | Item Received           |
| 04/02/2023 | 14:06:44 | Oshiwara SO | Item Dispatched         |
| 04/02/2023 | 13:47:57 | Oshiwara SO | Item Bagged             |
| 04/02/2023 | 09:33:26 | Oshiwara SO | Item Booked             |

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| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 04/02/2023<br>09:11:52 | 400002              | 70.80  | Speed Post Parcel Domestic | Kalbadevi H.O     | 06/02/2023<br>17:52:36 |

Event Details For : EM906435760IN

Current Status : Item Delivery Confirmed

| Date       | Time     | Office      | Event                   |
|------------|----------|-------------|-------------------------|
| 06/02/2023 | 17:52:36 | Mumbai GPO  | Item Delivery Confirmed |
| 06/02/2023 | 10:57:01 | Mumbai GPO  | Out for Delivery        |
| 06/02/2023 | 08:54:22 | Mumbai GPO  | Item Received           |
| 05/02/2023 | 07:06:08 | Mumbai PH   | Item Dispatched         |
| 05/02/2023 | 04:32:32 | Mumbai PH   | Item Bagged             |
| 05/02/2023 | 03:39:19 | Mumbai PH   | Item Received           |
| 04/02/2023 | 14:06:44 | Oshiwara SO | Item Dispatched         |
| 04/02/2023 | 13:47:57 | Oshiwara SO | Item Bagged             |
| 04/02/2023 | 09:11:52 | Oshiwara SO | Item Booked             |

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| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 04/02/2023<br>09:33:26 | 400604              | 70.80  | Speed Post Parcel Domestic | Wagle I.E. S.O    | 06/02/2023<br>18:18:32 |

Event Details For : **EM906435725IN**Current Status : **Item Delivery Confirmed**

| Date       | Time     | Office         | Event                   |
|------------|----------|----------------|-------------------------|
| 06/02/2023 | 18:18:32 | Thane H.O      | Item Delivery Confirmed |
| 06/02/2023 | 11:56:58 | Thane H.O      | Out for Delivery        |
| 06/02/2023 | 08:31:23 | Thane H.O      | Item Received           |
| 06/02/2023 | 06:07:07 | Kalyan RMS L2U | Item Dispatched         |
| 05/02/2023 | 07:06:08 | Mumbai PH      | Item Dispatched         |
| 05/02/2023 | 04:13:26 | Mumbai PH      | Item Bagged             |
| 05/02/2023 | 03:39:19 | Mumbai PH      | Item Received           |
| 04/02/2023 | 14:06:44 | Oshiwara SO    | Item Dispatched         |
| 04/02/2023 | 13:47:57 | Oshiwara SO    | Item Bagged             |
| 04/02/2023 | 09:33:26 | Oshiwara SO    | Item Booked             |

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|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 04/02/2023<br>09:33:26 | 400020              | 70.80  | Speed Post Parcel Domestic | Marine Lines S.O  | 09/02/2023<br>19:16:44 |

Event Details For : EM906435711IN

Current Status : Item Delivery Confirmed

| Date       | Time     | Office      | Event                   |
|------------|----------|-------------|-------------------------|
| 09/02/2023 | 19:16:44 | Mumbai GPO  | Item Delivery Confirmed |
| 09/02/2023 | 10:09:58 | Mumbai GPO  | Out for Delivery        |
| 06/02/2023 | 08:54:22 | Mumbai GPO  | Item Received           |
| 05/02/2023 | 07:06:08 | Mumbai PH   | Item Dispatched         |
| 05/02/2023 | 04:32:32 | Mumbai PH   | Item Bagged             |
| 05/02/2023 | 03:39:19 | Mumbai PH   | Item Received           |
| 04/02/2023 | 14:06:44 | Oshiwara SO | Item Dispatched         |
| 04/02/2023 | 13:47:57 | Oshiwara SO | Item Bagged             |
| 04/02/2023 | 09:33:26 | Oshiwara SO | Item Booked             |

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| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 04/02/2023<br>09:33:26 | 400020              | 70.80  | Speed Post Parcel Domestic | Marine Lines S.O  | 09/02/2023<br>19:16:44 |

Event Details For : EM906435742IN

Current Status : Item Delivery Confirmed

| Date       | Time     | Office      | Event                   |
|------------|----------|-------------|-------------------------|
| 09/02/2023 | 19:16:44 | Mumbai GPO  | Item Delivery Confirmed |
| 09/02/2023 | 10:09:58 | Mumbai GPO  | Out for Delivery        |
| 09/02/2023 | 10:03:38 | Mumbai GPO  | Item Received           |
| 05/02/2023 | 03:39:19 | Mumbai PH   | Item Received           |
| 04/02/2023 | 14:06:44 | Oshiwara SO | Item Dispatched         |
| 04/02/2023 | 13:47:57 | Oshiwara SO | Item Bagged             |
| 04/02/2023 | 09:33:26 | Oshiwara SO | Item Booked             |

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EM906475242IN

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| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 08/02/2023<br>10:52:18 | 400002              | 70.80  | Speed Post Parcel Domestic | Kalbadevi H.O     | 09/02/2023<br>18:42:42 |

Event Details For : EM906475242IN

Current Status : Item Delivery Confirmed


| Date       | Time     | Office        | Event                   |
|------------|----------|---------------|-------------------------|
| 09/02/2023 | 18:42:42 | Mumbai GPO    | Item Delivery Confirmed |
| 09/02/2023 | 10:28:05 | Mumbai GPO    | Out for Delivery        |
| 09/02/2023 | 09:02:17 | Mumbai GPO    | Item Received           |
| 09/02/2023 | 07:18:56 | Mumbai PH     | Item Dispatched         |
| 09/02/2023 | 02:09:15 | Mumbai PH     | Item Bagged             |
| 08/02/2023 | 23:59:14 | Mumbai PH     | Item Received           |
| 08/02/2023 | 18:38:53 | Mumbai A Zone | Item Dispatched         |
| 08/02/2023 | 17:28:41 | Mumbai A Zone | Item Received           |
| 08/02/2023 | 15:07:37 | Oshiwara SO   | Item Dispatched         |
| 08/02/2023 | 14:42:37 | Oshiwara SO   | Item Bagged             |
| 08/02/2023 | 10:52:18 | Oshiwara SO   | Item Booked             |

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EM906475361IN

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| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
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Current Status : Item Delivery Confirmed

| Date       | Time     | Office        | Event                   |
|------------|----------|---------------|-------------------------|
| 09/02/2023 | 18:42:42 | Mumbai GPO    | Item Delivery Confirmed |
| 09/02/2023 | 10:28:05 | Mumbai GPO    | Out for Delivery        |
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| 08/02/2023 | 17:28:41 | Mumbai A Zone | Item Received           |
| 08/02/2023 | 15:07:37 | Oshiwara SO   | Item Dispatched         |
| 08/02/2023 | 14:42:37 | Oshiwara SO   | Item Bagged             |
| 08/02/2023 | 10:52:18 | Oshiwara SO   | Item Booked             |

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| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
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Event Details For : EM906435708IN

Current Status : Item Delivery Confirmed

| Date       | Time     | Office      | Event                   |
|------------|----------|-------------|-------------------------|
| 06/02/2023 | 17:41:22 | Mumbai GPO  | Item Delivery Confirmed |
| 06/02/2023 | 11:51:49 | Mumbai GPO  | Out for Delivery        |
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| 05/02/2023 | 04:27:42 | Mumbai PH   | Item Bagged             |
| 05/02/2023 | 03:39:19 | Mumbai PH   | Item Received           |
| 04/02/2023 | 14:06:44 | Oshiwara SO | Item Dispatched         |
| 04/02/2023 | 13:47:57 | Oshiwara SO | Item Bagged             |
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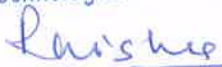
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# Annexure A - 7

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| TO  |                                  |             |         |     |        |               |
|---|----------------------------------|-------------|---------|-----|--------|---------------|
| ACG PHARMA TECHNOLOGIES PRIVATE LIMITED         |                                  |             |         |     |        |               |
| Plot # 127 , PAM HOUSE, Kandivali Ind. Estate , |                                  |             |         |     |        |               |
| Charkop, Kandivali (w), Mumbai - 67             |                                  |             |         |     |        |               |
| GST : 27AAACP4776H1Z6                           |                                  |             |         |     |        |               |
| SIR   | CUSTOMER NAME                    | Destination | PINCODE | PCS | Weight | AWIT No.      |
| 1   | D H EXPORTS PVT LTD              | NAVI MUMBAI | 400705  | 1   | 0.214  | EM130615005IN |
| 2   | AMBEKRUPA INDUSTRIES             | KANDIVALI   | 400067  | 1   | 0.214  | EM130614521IN |
| 3   | MITESH ENTERPRISES               | MULUND      | 400081  | 1   | 0.214  | EM130614645IN |
| 4   | G P INDUSTRIES                   | PUNE        | 411017  | 1   | 0.214  | EM130614858IN |
| 5   | GOLDEN WOODEN BOXES              | KANDIVALI   | 400067  | 1   | 0.214  | EM130614637IN |
| 6   | SHARAYU ENGINEERING PVT LTD      | PUNE        | 411046  | 1   | 0.214  | EM130615270IN |
| 7   | ZEON ENTERPRISES                 | THANE       | 400602  | 1   | 0.214  | EM130614623IN |
| 8   | NITIN ENTERPRISES                | DAHISAR     | 400068  | 1   | 0.214  | EM130614610IN |
| 9   | SAI FABRICATORS                  | THANE       | 400606  | 1   | 0.214  | EM130614606IN |
| 10  | AMIN BEARING COMPANY             | MUMBAI      | 400003  | 1   | 0.214  | EM130614455IN |
| 11  | MICRO TECH INDUSTRIES            | BHIWANDI    | 421302  | 1   | 0.214  | EM130614654IN |
| 12  | DAVIS INDUSTRIES                 | NAIGAON     | 401208  | 1   | 0.214  | EM130614464IN |
| 13  | DOW ENGFAB LLP                   | VASAI       | 401208  | 1   | 0.214  | EM130614478IN |
| 14  | CHINTAMANI INDUSTRIES            | KHANDALA    | 412801  | 1   | 0.214  | EM130614844IN |
| 15  | BHAVYAM ENGINEERING TECHNOLOGIES | PUNE        | 411041  | 1   | 0.214  | EM130615221IN |
| 16  | ACRYPOL PRODUCTS                 | PUNE        | 412205  | 1   | 0.214  | EM130615102IN |
| 17  | M P METAL WORKS                  | SANGLI      | 416301  | 1   | 0.214  | EM130615439IN |
| 18  | KEYENCE INDIA PVT LTD            | CHENNAI     | 600032  | 1   | 0.214  | EM130615487IN |
| 19  | SAGAR ENGINEERING WORKS          | PUNE        | 411046  | 1   | 0.214  | EM130614892IN |
| 20  | TUSHAR INDUSTRIES                | PUNE        | 411046  | 1   | 0.214  | EM130614861IN |
| 21  | SAI SIDDHI ELECTRO CUT           | GOREGAON    | 400063  | 1   | 0.214  | EM130614481IN |
| 22  | GIRISH TRADING CO                | PUNE        | 411011  | 1   | 0.214  | EM130615283IN |
| 23  | META FABS (INDIA)                | KANDIVALI   | 400067  | 1   | 0.214  | EM130614495IN |
| 24  | SAS POWERTECH PVT LTD            | PUNE        | 411045  | 1   | 0.214  | EM130615297IN |
| 25  | PHOENIX MECANO INDIA PVT LTD     | PUNE        | 410506  | 1   | 0.214  | EM130615306IN |
| 26  | APRATEK TECHNOLOGY SOLUTIONS     | SANTACRUZ   | 400055  | 1   | 0.214  | EM130614504IN |
| 27  | ACCUSPIRALS                      | BANGALORE   | 560058  | 1   | 0.214  | EM130615345IN |
| 28  | MOKSH PRECISION ENGINEERING      | GOREGAON    | 400063  | 1   | 0.214  | EM130614518IN |
| 29  | SAI ENTERPRISES                  | PUNE        | 411051  | 1   | 0.214  | EM130615310IN |
| 30  | QUESS CORP LTD                   | ANDHERI     | 400093  | 1   | 0.214  | EM130614570IN |
| 31  | PANCHAL BROTHERS                 | MALAD       | 400067  | 1   | 0.214  | EM130614566IN |
| 32  | S P SERVICES                     | SATARA      | 412803  | 1   | 0.214  | EM130614875IN |
| 33  | SHREE GANESH ENTERPRISES         | KANDIVALI   | 400101  | 1   | 0.214  | EM130614552IN |
| 34  | KALPAVRUX                        | GUJARAT     | 391740  | 1   | 0.214  | EM130615368IN |
| 35  | MEXO INDUSTRIES                  | KANDIVALI   | 400067  | 1   | 0.214  | EM130614549IN |
| 36  | JADHAV MAGNETS AND VIBRATORS     | VIRAR       | 401301  | 1   | 0.214  | EM130614447IN |
| 37  | SMC CORPORATION INDIA PVT KID    | GUJARAT     | 382220  | 1   | 0.214  | EM130615371IN |
| 38  | FRANSTEK BELTS PVT LTD           | GOA         | 403601  | 1   | 0.214  | EM130615425IN |
| 39  | CARVER ENTERPRISES               | PUNE        | 411004  | 1   | 0.214  | EM130615195IN |
| 40  | TIXO FAB                         | VASAI       | 401208  | 1   | 0.214  | EM130614535IN |
| 41  | SADGURU ENGINEERING              | MALAD       | 400067  | 1   | 0.214  | EM130614583IN |
| 42  | SKILL TECH ENGINEERS             | THANE       | 400604  | 1   | 0.214  | EM130614671IN |
| 43  | B & R INDUSTRIAL AUTOMATION      | PUNE        | 411003  | 1   | 0.214  | EM130615204IN |
| 44  | SHREE UDYOG                      | JOGESHWARI  | 400102  | 1   | 0.214  | EM130614597IN |
| 45  | RAVIRAJ ENTERPRISES              | PUNE        | 411026  | 1   | 0.214  | EM130614915IN |
| 46  | SNEHA INDUSTRIES                 | PUNE        | 411026  | 1   | 0.214  | EM130614901IN |
| 47  | SCHAEFFLER INDIA LTD             | PUNE        | 410506  | 1   | 0.214  | EM130615266IN |
| 48  | DYNAMIC ENGINEERS                | PUNE        | 411023  | 1   | 0.214  | EM130615076IN |
| 49  | TOSHVI COMPUTER                  | PUNE        | 411030  | 1   | 0.214  | EM130615164IN |
| 50  | ACG PHARMAPACK PVT LTD           | SATARA      | 412801  | 1   | 0.214  | EM130614950IN |
| 51  | RAHUL ENGINEERING                | PUNE        | 411029  | 1   | 0.214  | EM130615155IN |

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|-----|------------------------------------|------------|--------|---|-------|---------------|
| 52  | FLEXIBLE AUTOMATION SYSTEM PVT LTD | BANGALORE  | 560052 | 1 | 0.214 | EM130615473IN |
| 53  | SAKET ENTERPRISES                  | PUNE       | 411051 | 1 | 0.214 | EM130615147IN |
| 54  | SILENG MANUFACTURING INDIA PVT LTD | BANGALORE  | 560064 | 1 | 0.214 | EM130615460IN |
| 55  | KUSUM ENGINEERS                    | BHANDUP    | 400078 | 1 | 0.214 | EM130614402IN |
| 56  | SAI ENGINEERS                      | PUNE       | 411026 | 1 | 0.214 | EM130615133IN |
| 57  | AMBIKA ENGINEERING WORKS           | THANE      | 401105 | 1 | 0.214 | EM130614433IN |
| 58  | VASHI INTEGRATED SOLUTIONS LTD     | MANKOLI    | 421305 | 1 | 0.214 | EM130614420IN |
| 59  | MARSHAL THREADING COMPANY          | PUNE       | 412308 | 1 | 0.214 | EM130615120IN |
| 60  | LUBI ELECTRONICS                   | AHMEDABAD  | 382325 | 1 | 0.214 | EM130615399IN |
| 61  | JAY TEE ENTERPRISE                 | THANE      | 401105 | 1 | 0.214 | EM130614212IN |
| 62  | FESTO INDIA PVT LTD                | BANGALORE  | 560099 | 1 | 0.214 | EM130615442IN |
| 63  | DHARMESH ENTERPRISES               | MULUND     | 400081 | 1 | 0.214 | EM130614226IN |
| 64  | MAESTROTEK INNOVATIONS PVT LTD     | PUNE       | 411045 | 1 | 0.214 | EM130615116IN |
| 65  | MICROTECH ENGINEERING              | PUNE       | 411026 | 1 | 0.214 | EM130615014IN |
| 66  | SPRUCE PAX PVT LTD                 | PUNE       | 410501 | 1 | 0.214 | EM130614800IN |
| 67  | CHAVARE ENGINEERING PVT LTD        | DOMBIVALI  | 421201 | 1 | 0.214 | EM130614230IN |
| 68  | S N ENGINEERING                    | THANE      | 400601 | 1 | 0.214 | EM130614243IN |
| 69  | INDUSTRIAL TRADING COMPANY         | PUNE       | 411026 | 1 | 0.214 | EM130614813IN |
| 70  | ACG INSPECTION SYSTEMS PVT LTD     | KANDIVALI  | 400067 | 1 | 0.214 | EM130614257IN |
| 71  | MITSUBISHI ELECTRIC INDIA          | PUNE       | 412106 | 1 | 0.214 | EM130615218IN |
| 72  | ACG PHARMA TECHNOLOGIES PVT LTD    | KHANDALA   | 412801 | 1 | 0.214 | EM130614889IN |
| 73  | RAAJRATNA METAL INDUSTRIES LTD     | AHMEDABAD  | 382729 | 1 | 0.214 | EM130615354IN |
| 74  | TECHNOFOUR ELECTRONICS PVT LTD     | PUNE       | 412205 | 1 | 0.214 | EM130614795IN |
| 75  | SAGAR INDUSTRIES                   | PUNE       | 411046 | 1 | 0.214 | EM130614827IN |
| 76  | SHREE RAM PRECISION                | PUNE       | 411046 | 1 | 0.214 | EM130614835IN |
| 77  | IGUS INDIA PVT LTD                 | BANGALORE  | 560001 | 1 | 0.214 | EM130615456IN |
| 78  | ABM ENTERPRISES                    | MUMBAI     | 400067 | 1 | 0.214 | EM130614393IN |
| 79  | ACCUSION ENGINEERING PVT LTD       | PUNE       | 412205 | 1 | 0.214 | EM130614963IN |
| 80  | GHANSYAM ENGINEERING               | PUNE       | 411026 | 1 | 0.214 | EM130615093IN |
| 81  | M'LA SALES CORPORATION             | PUNE       | 411018 | 1 | 0.214 | EM130615181IN |
| 82  | SK ENGG & SERIVCES                 | KANJURMARG | 400042 | 1 | 0.214 | EM130614265IN |
| 83  | KALA ENGINEERING WORKS             | DAHISAR    | 400068 | 1 | 0.214 | EM130614274IN |
| 84  | PINNACLE SERVICES                  | THANE      | 401107 | 1 | 0.214 | EM130614288IN |
| 85  | ACG ASSOCIATED CAPSULES            | KANDIVALI  | 400067 | 1 | 0.214 | EM130614291IN |
| 86  | R K LAPPINGS                       | BORIVALI   | 400091 | 1 | 0.214 | EM130614305IN |
| 87  | CHETAN ENTERPRISES                 | THANE      | 421311 | 1 | 0.214 | EM130614314IN |
| 88  | DELIGHT ELECTRO TRADERS            | BYCULLA    | 400010 | 1 | 0.214 | EM130614380IN |
| 89  | GEBR BECKER INDIA VACUUM PUMPS     | PUNE       | 411038 | 1 | 0.214 | EM130615178IN |
| 90  | INDO BEARING TRADERS               | ANDHERI    | 400059 | 1 | 0.214 | EM130614328IN |
| 91  | SOMAIYA TECHNO PRODUCTS (STP)      | KOLHAPUR   | 416122 | 1 | 0.214 | EM130615385IN |
| 92  | SAI ENGINEERING WORKS              | JOGESHWARI | 400102 | 1 | 0.214 | EM130614773IN |
| 93  | INDO GERMAN VACU TREAT PVT LTD     | KHED PUNE  | 410501 | 1 | 0.214 | EM130615337IN |
| 94  | TIP TOP SERVICES                   | PUNE       | 411038 | 1 | 0.214 | EM130615323IN |
| 95  | VENKATESHWARA AUTOMATION           | PUNE       | 411019 | 1 | 0.214 | EM130615252IN |
| 96  | MEHETRE INDUSTRIES PVT LTD         | PUNE       | 411019 | 1 | 0.214 | EM130615249IN |
| 97  | SHREEJI CORPORATION                | MALAD      | 400064 | 1 | 0.214 | EM130614685IN |
| 98  | BHANDARI ENGINEERING WORKS         | BHAYANDAR  | 401105 | 1 | 0.214 | EM130614668IN |
| 99  | FAMOUS ENTERPRISES                 | PUNE       | 411002 | 1 | 0.214 | EM130615235IN |
| 100 | BRISK ELECTRONICS PVT LTD          | PUNE       | 411004 | 1 | 0.214 | EM130615080IN |
| 101 | DELUXE ENGINEERING WORKS           | THANE      | 400604 | 1 | 0.214 | EM130614331IN |
| 102 | MORALE ENTERPRISES                 | KANDIVALI  | 400101 | 1 | 0.214 | EM130614699IN |
| 103 | TRINETRA ENTERPRISES               | PUNE       | 411033 | 1 | 0.214 | EM130614977IN |
| 104 | SHIVRAJ ASSOCIATES                 | PUNE       | 411035 | 1 | 0.214 | EM130614985IN |
| 105 | SUBHA INDUSTRIES                   | PUNE       | 411039 | 1 | 0.214 | EM130614994IN |
| 106 | BURKERT CONTROMATIC                | CHENNAI    | 600041 | 1 | 0.214 | EM130615495IN |
| 107 | N P INDUSTRIES                     | GOREGAON   | 400063 | 1 | 0.214 | EM130614708IN |
| 108 | 4PEL SUN ABILITY PVT LTD           | GURUGRAM   | 122002 | 1 | 0.214 | EM130615500IN |

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|-----|-------------------------------------|-------------|--------|---|-------|---------------|
| 109 | RACHAMALLU FORGINGS PVT             | HYDERABAD   | 500016 | 1 | 0.214 | EM130615408IN |
| 110 | ADVANCE COOLING SYSTEM PVT LTD      | NAVI MUMBAI | 400701 | 1 | 0.214 | EM130614711IN |
| 111 | S D M ENGINEERING WORKS             | SANTACRUZ   | 400055 | 1 | 0.214 | EM130614725IN |
| 112 | RAJDEEP AUTOMATION PVT LTD          | PUNE        | 411041 | 1 | 0.214 | EM130615045IN |
| 113 | AMAN INTERNATIONAL                  | ANDHERI     | 400059 | 1 | 0.214 | EM130614739IN |
| 114 | R S INDUSTRIES                      | JOGESHWARI  | 400102 | 1 | 0.214 | EM130614742IN |
| 115 | JITENDRA HARDWARE MART              | KANDIVALI   | 400067 | 1 | 0.214 | EM130614756IN |
| 116 | R K INDUSTRIES                      | THANE       | 400607 | 1 | 0.214 | EM130614760IN |
| 117 | SEIMITSU FACTORY AUTOMATION PVT LTD | PUNE        | 411019 | 1 | 0.214 | EM130615059IN |
| 118 | M D ENTERPRISES                     | MULUND      | 400080 | 1 | 0.214 | EM130614345IN |
| 119 | M N S ENGINEERS                     | PUNE        | 411030 | 1 | 0.214 | EM130615062IN |
| 120 | PRATULYA ENTERPRISES                | DAHANU      | 401602 | 1 | 0.214 | EM130614359IN |
| 121 | SREE RAMAKRISHNA ENGINEERING WORKS  | BANGALORE   | 560002 | 1 | 0.214 | EM130615411IN |
| 122 | SHREEJI MARKETING CORPORATION       | PUNE        | 411018 | 1 | 0.214 | EM130614929IN |
| 123 | DURGA MECHATRONICS PVT              | ANDHERI     | 400093 | 1 | 0.214 | EM130614362IN |
| 124 | CEEKAY TOOLS                        | PUNE        | 411046 | 1 | 0.214 | EM130614932IN |
| 125 | MISUMI INDIA PVT LTD                | GURGAON     | 122016 | 1 | 0.214 | EM130615513IN |
| 126 | GAJANAN ENTERPRISES                 | PUNE        | 411046 | 1 | 0.214 | EM130615031IN |
| 127 | KOEL COLOURS PVT LTD                | GUJARAT     | 396195 | 1 | 0.214 | EM130614946IN |
| 128 | AVANTOR PERFORMANCE MATERIALS       | THANE       | 400607 | 1 | 0.214 | EM130614787IN |
| 129 | SHREE SIDDHI VINAYAK INDUSTRIES     | MIRA ROAD   | 401104 | 1 | 0.214 | EM130614376IN |
| 130 | CHETAN BEARINGS PVT LTD             | PUNE        | 411003 | 1 | 0.214 | EM130615028IN |

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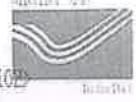
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18002666868 <Dear Masks, Stay Safe>

RN110505712IN/8277110505712  
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Counter No:1.01/02/2023.14:09  
To: PT ACG INDOV. JL GADING KIRANA  
INDONESIAPHIN:14290  
From:ACG ENGINEER.ACG PAM PHARMA T  
Wt:220gms



18002666868 <Dear Masks, Stay Safe>

RN110504748IN/8277110504748  
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Counter No:1.01/02/2023.12:01  
To: DR ABDULHOLM.13 RUE PAYEN B P  
ALBERTIAPHIN:16035  
From:ACG ENGINEER.ACG PAM PHARMA T



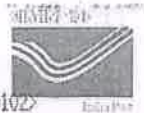
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UNITED ARAB EMIRATESPIN:02346  
From:ACG ENGINEER.ACG PAM PHARMA T  
Wt:220gms



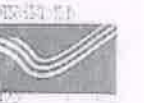
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To: ALMAPAL BRAZ.AV ENG HEITOR .S  
BRAZILPIN:05564-000  
From:ACG ENGINEER.ACG PAM PHARMA T  
Wt:220gms



18002666868 <Dear Masks, Stay Safe>

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Counter No:1.01/02/2023.14:07  
To: PROCISSION BR.67 PARKLAND. BLV  
USAPHIN:06700  
From:ACG ENGINEER.ACG PAM PHARMA T  
Wt:220gms



18002666868 <Dear Masks, Stay Safe>

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Counter No:1.01/02/2023.14:22  
To: PETTAH PHARM.98 SRI SANGARAJA  
SRI LANKA  
From:ACG ENGINEER.ACG PAM PHARMA T  
Wt:220gms



18002666868 <Dear Masks, Stay Safe>

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PHILIPPINES  
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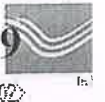


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119

RN110505655IN/8277110505655  
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MALAYSIAPHIN:12000  
From:ACG ENGINEER.ACG PAM PHARMA T  
Wt:220gms



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Counter No:1.01/02/2023.12:39  
To: SONDOLOR S A.AVENIDA DEL VALL  
CHILE  
From:ACG ENGINEER.ACG PAM PHARMA T  
Wt:220gms



RN110505669IN/8277110505669  
FGN RL JOGESHWARI WEST SD<400102>  
Counter No:1.01/02/2023.12:39  
To: PHARMAGEL TE.VIALE EUROPE 9 L  
ITALYPIN:26500  
From:ACG ENGINEER.ACG PAM PHARMA T  
Wt:220gms



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Counter No:1.01/02/2023.12:39  
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GERMANYPIN:01237  
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Wt:220gms



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To: WIPOTED NIEG.STR -26 ADAM-HOF  
BERMANTPIN:07657  
From:ACG ENGINEER.ACG PAM PHARMA T  
Wt:220gms



RN110505336IN/8277110505336  
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Counter No:1.01/02/2023.12:39  
To: PRODITEC .3 RUE EUGENE CHE  
FRANCEPIN:33600  
From:ACG ENGINEER.ACG PAM PHARMA T



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RN110505757IN/8277110505757  
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Counter No:1.01/02/2023.14:22  
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UNITED ARAB EMIRATESPIN:36592  
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Wt:220gms



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THAILANDPIN:10311  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220gms

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Wt:220gms

<Track on www.indiapost.gov.in>  
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From:ACG ENGINEE.ACG PAM PHARMA T  
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SOUTH AFRICAPIN:6050  
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Wt:220gms

<Dial 18002666868> <Wear Masks, Stay Safe>

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GHANAPIN:143  
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Wt:220gms

<Dial 18002666868> <Wear Masks, Stay Safe>

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<Dial 18002666868> <Wear Masks, Stay Safe>

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To: ALMFPAL COLO.CALLE 86 A NO 22  
BRAZILPIN:000005544  
From:ACG ENGINEE.ACG PAM PHARMA T

120

RM110505434IN/8277110505434  
FGH RL JOGESHWARI WEST SO<400102>  
Counter No:1.01/02/2023.13:08  
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NIGERIAPIN:671  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220gms

<Dial 18002666868> <Wear Masks, Stay Safe>

RM110505672IN/8277110505672  
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Counter No:1.01/02/2023.13:08  
To: AHZIZ SAZAN .UNIT NO 1 NO 10  
IRAN  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220gms

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Counter No:1.01/02/2023.13:08  
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GERMANYPIN:786649  
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Wt:220gms

RM110505690IN/8277110505690  
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Counter No:1.01/02/2023.13:48  
To: IFM ELECTRON.BEA TEICHSTRA ES  
GERMANYPIN:17498  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220gms

RM110505294IN/8277110505294  
FGH RL JOGESHWARI WEST SO<400102>  
Counter No:1.01/02/2023.11:44  
To: ABS.EUROPE LTD 57 HAINES WANS  
UNITED KINGDOM  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220gms

<Dial 18002666868> <Wear Masks, Stay Safe>

RM110505235IN/8277110505235  
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Counter No:1.01/02/2023.11:44  
To: TRIDENT PACK.59/70 UDONSUK 13  
THAILANDPIN:10260  
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<Dial 18002666868> <Wear Masks, Stay Safe>

RM110505235IN/8277110505235  
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Counter No:1.01/02/2023.11:44  
To: TRIDENT PACK.59/70 UDONSUK 13  
THAILANDPIN:10260  
From:ACG ENGINEE.ACG PAM PHARMA T

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RN110504915IN/8277110504915  
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Counter No:1.01/02/2023.09:51  
To: UNIVERSAL CA-400 CORPORATE CB  
USAPIN:07080  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms

<Dial 18002666868> <Wear Masks, Stay Safe>

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Counter No:1.01/02/2023.09:51  
To: ARMATECH LTD.OFFICE NO 1205 W  
UNITED ARAB EMIRATESPIN:71241  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms

<Dial 18002666868> <Wear Masks, Stay Safe>

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To: MURG COM ENT.NO 1 ALLEY STREET  
TAIWANPIN:882  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms

<Track on www.indianpost.gov.in>

<Dial 18002666868> <Wear Masks, Stay Safe>

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Counter No:1.01/02/2023.09:54  
To: FABIO MULLER.CALLE CORDILLERA  
BOLIVIAPIN:28422  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms

<Dial 18002666868> <Wear Masks, Stay Safe>

RN110504703IN/8277110504703  
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Counter No:1.01/02/2023.09:54  
To: INVERSIONES AUDA ABRAHAM LIN  
DOMINICAN REPUBLICPIN:071605  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms

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<Dial 18002666868> <Wear Masks, Stay Safe>

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Counter No:1.01/02/2023.09:54  
To: AVG ALGERIA .15 RUE BENALI 00  
ALGERIAPIN:16081  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms

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**Krushika**  
Authorised Signatory

<Dial 18002666868> <Wear Masks, Stay Safe>

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To: TRANSO TRADI.POPPELGARDEJ .9  
DENMARKPIN:2860  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms

<Dial 18002666868> <Wear Masks, Stay Safe>

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Counter No:1.01/02/2023.10:07  
To: H & K INTERN.ROOM NO 1202 13F  
HONG KONGPIN:438444  
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Wt:220oms

<Dial 18002666868> <Wear Masks, Stay Safe>

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<Dial 18002666868> <Wear Masks, Stay Safe>

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To: HYERATION .1 YORK ROAD .NEW  
USAPIN:07080  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms

<Dial 18002666868> <Wear Masks, Stay Safe>

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Counter No:1.01/02/2023.10:07  
To: ACG NORTH AM.NEW JERSEY 229.N  
USAPIN:70800  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms

For ACG PAM PHARMA

RN110504890IN/8277110504890  
FGN RL JOGESHWARI WEST SQ<400102>  
Counter No:1.01/02/2023.09:51  
To: UNITED SMART.6. EL ZOHOR STRE  
EGYPT  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms

RN110504907IN/8277110504907  
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Counter No:1.01/02/2023.09:51  
To: QATEX SRL J.MARTINEZ 1640.PA  
ARGENTINAPIN:1642  
From:ACG ENGINEE.ACG PAM PHARMA T  
Wt:220oms



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| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 04/02/2023<br>09:33:26 | 400002              | 70.80  | Speed Post Parcel Domestic | Kalbadevi H.O     | 06/02/2023<br>17:52:36 |

Event Details For : EM906435739IN

Current Status : Item Delivery Confirmed

| Date       | Time     | Office      | Event                   |
|------------|----------|-------------|-------------------------|
| 06/02/2023 | 17:52:36 | Mumbai GPO  | Item Delivery Confirmed |
| 06/02/2023 | 10:57:01 | Mumbai GPO  | Out for Delivery        |
| 06/02/2023 | 08:54:22 | Mumbai GPO  | Item Received           |
| 05/02/2023 | 07:06:08 | Mumbai PH   | Item Dispatched         |
| 05/02/2023 | 04:32:32 | Mumbai PH   | Item Bagged             |
| 05/02/2023 | 03:39:19 | Mumbai PH   | Item Received           |
| 04/02/2023 | 14:06:44 | Oshiwara SO | Item Dispatched         |
| 04/02/2023 | 13:47:57 | Oshiwara SO | Item Bagged             |
| 04/02/2023 | 09:33:26 | Oshiwara SO | Item Booked             |

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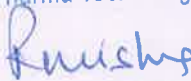
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| 06/02/2023 | 08:54:22 | Mumbai GPO  | Item Received           |
| 05/02/2023 | 07:06:08 | Mumbai PH   | Item Dispatched         |
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| 04/02/2023 | 14:06:44 | Oshiwara SO | Item Dispatched         |
| 04/02/2023 | 13:47:57 | Oshiwara SO | Item Bagged             |
| 04/02/2023 | 09:11:52 | Oshiwara SO | Item Booked             |

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|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
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Event Details For : EM906435756IN

Current Status : Item Delivery Confirmed

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| 07/02/2023 | 11:19:34 | Kolhapur H.O         | Out for Delivery        |
| 07/02/2023 | 09:38:57 | Kolhapur H.O         | Item Received           |
| 07/02/2023 | 04:31:28 | Miraj PH             | Item Dispatched         |
| 07/02/2023 | 02:32:07 | Miraj PH             | Item Bagged             |
| 07/02/2023 | 01:50:56 | Miraj PH             | Item Received           |
| 06/02/2023 | 15:56:36 | Pune RS TMO          | Item Dispatched         |
| 06/02/2023 | 14:34:04 | Pune RS TMO          | Item Received           |
| 06/02/2023 | 13:40:10 | Pune TSO TMO         | Item Dispatched         |
| 06/02/2023 | 12:55:45 | Pune TSO TMO         | Item Received           |
| 05/02/2023 | 18:41:01 | Mumbai Ap Inland TMO | Item Dispatched         |
| 05/02/2023 | 13:51:07 | Mumbai Ap Inland TMO | Item Received           |
| 05/02/2023 | 09:18:44 | Mumbai PH            | Item Dispatched         |
| 05/02/2023 | 07:11:31 | Mumbai PH            | Item Bagged             |
| 05/02/2023 | 03:28:01 | Mumbai PH            | Item Received           |
| 04/02/2023 | 14:06:44 | Oshiwara SO          | Item Dispatched         |
| 04/02/2023 | 13:45:59 | Oshiwara SO          | Item Bagged             |
| 04/02/2023 | 09:33:26 | Oshiwara SO          | Item Booked             |

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|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 04/02/2023<br>09:33:26 | 400020              | 70.80  | Speed Post Parcel Domestic | Marine Lines S.O  | 09/02/2023<br>19:16:44 |

Event Details For : EM906435711IN

Current Status : Item Delivery Confirmed

| Date       | Time     | Office      | Event                   |
|------------|----------|-------------|-------------------------|
| 09/02/2023 | 19:16:44 | Mumbai GPO  | Item Delivery Confirmed |
| 09/02/2023 | 10:09:58 | Mumbai GPO  | Out for Delivery        |
| 06/02/2023 | 08:54:22 | Mumbai GPO  | Item Received           |
| 05/02/2023 | 07:06:08 | Mumbai PH   | Item Dispatched         |
| 05/02/2023 | 04:32:32 | Mumbai PH   | Item Bagged             |
| 05/02/2023 | 03:39:19 | Mumbai PH   | Item Received           |
| 04/02/2023 | 14:06:44 | Oshiwara SO | Item Dispatched         |
| 04/02/2023 | 13:47:57 | Oshiwara SO | Item Bagged             |
| 04/02/2023 | 09:33:26 | Oshiwara SO | Item Booked             |

For ACG Pharma Technologies Pvt. Ltd.

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\* Consignment Number

| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 04/02/2023<br>09:33:26 | 400020              | 70.80  | Speed Post Parcel Domestic | Marine Lines S.O  | 09/02/2023<br>19:16:44 |

### Event Details For : EM906435742IN

Current Status : Item Delivery Confirmed

| Date       | Time     | Office      | Event                   |
|------------|----------|-------------|-------------------------|
| 09/02/2023 | 19:16:44 | Mumbai GPO  | Item Delivery Confirmed |
| 09/02/2023 | 10:09:58 | Mumbai GPO  | Out for Delivery        |
| 09/02/2023 | 10:03:38 | Mumbai GPO  | Item Received           |
| 05/02/2023 | 03:39:19 | Mumbai PH   | Item Received           |
| 04/02/2023 | 14:06:44 | Oshiwara SO | Item Dispatched         |
| 04/02/2023 | 13:47:57 | Oshiwara SO | Item Bagged             |
| 04/02/2023 | 09:33:26 | Oshiwara SO | Item Booked             |

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\* Consignment Number

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| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 08/02/2023<br>10:52:18 | 400002              | 70.80  | Speed Post Parcel Domestic | Kalbadevi H.O     | 09/02/2023<br>18:42:42 |

Event Details For : EM906475242IN

Current Status : Item Delivery Confirmed

| Date       | Time     | Office        | Event                   |
|------------|----------|---------------|-------------------------|
| 09/02/2023 | 18:42:42 | Mumbai GPO    | Item Delivery Confirmed |
| 09/02/2023 | 10:28:05 | Mumbai GPO    | Out for Delivery        |
| 09/02/2023 | 09:02:17 | Mumbai GPO    | Item Received           |
| 09/02/2023 | 07:18:56 | Mumbai PH     | Item Dispatched         |
| 09/02/2023 | 02:09:15 | Mumbai PH     | Item Bagged             |
| 08/02/2023 | 23:59:14 | Mumbai PH     | Item Received           |
| 08/02/2023 | 18:38:53 | Mumbai A Zone | Item Dispatched         |
| 08/02/2023 | 17:28:41 | Mumbai A Zone | Item Received           |
| 08/02/2023 | 15:07:37 | Oshiwara SO   | Item Dispatched         |
| 08/02/2023 | 14:42:37 | Oshiwara SO   | Item Bagged             |
| 08/02/2023 | 10:52:18 | Oshiwara SO   | Item Booked             |

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| Booked At   | Booked On              | Destination Pincode | Tariff | Article Type               | Delivery Location | Delivery Confirmed On  |
|-------------|------------------------|---------------------|--------|----------------------------|-------------------|------------------------|
| Oshiwara SO | 08/02/2023<br>10:52:18 | 400002              | 70.80  | Speed Post Parcel Domestic | Kalbadevi H.O     | 09/02/2023<br>18:42:42 |

Event Details For : EM906475361IN

Current Status : Item Delivery Confirmed

| Date       | Time     | Office        | Event                   |
|------------|----------|---------------|-------------------------|
| 09/02/2023 | 18:42:42 | Mumbai GPO    | Item Delivery Confirmed |
| 09/02/2023 | 10:28:05 | Mumbai GPO    | Out for Delivery        |
| 09/02/2023 | 09:17:22 | Mumbai GPO    | Item Received           |
| 09/02/2023 | 07:18:56 | Mumbai PH     | Item Dispatched         |
| 09/02/2023 | 02:12:35 | Mumbai PH     | Item Bagged             |
| 08/02/2023 | 23:59:14 | Mumbai PH     | Item Received           |
| 08/02/2023 | 18:38:53 | Mumbai A Zone | Item Dispatched         |
| 08/02/2023 | 17:28:41 | Mumbai A Zone | Item Received           |
| 08/02/2023 | 15:07:37 | Oshiwara SO   | Item Dispatched         |
| 08/02/2023 | 14:42:37 | Oshiwara SO   | Item Bagged             |
| 08/02/2023 | 10:52:18 | Oshiwara SO   | Item Booked             |

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Annexure - C

**SCHEME OF AMALGAMATION**  
**UNDER SECTIONS 230 TO 232 OF THE COMPANY ACT, 2013**  
**OF**  
**ACG PHARMA TECHNOLOGIES PRIVATE LIMITED**  
**(THE "TRANSFEROR COMPANY")**  
**AND**  
**ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED**  
**(THE "TRANSFeree COMPANY")**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

For ACG Pam Pharma Technologies Pvt. Ltd.

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ACG Pharma Technologies Pvt Ltd

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**GENERAL**

**A. Description of Company and Background**

- I. **ACG PHARMA TECHNOLOGIES PRIVATE LIMITED** (hereinafter referred to as "APT" or "Transferor Company"), is a private limited company within the meaning of the Companies Act, 2013, having its registered office at 1001, Dalamal House, 10<sup>th</sup> Floor Nariman Point, Mumbai, Maharashtra - 400021, India and Corporate Identity Number ("CIN") U29251MH1996PTC104558. APT was originally incorporated as company limited by shares on December 17, 1996 under the Companies Act, 1956 under the name of "PAM-GLATT PHARMA TECHNOLOGIES PRIVATE LIMITED". Thereafter, pursuant to Section 23 of the Companies Act, 1956, the name of the company was changed to "ACG PHARMA TECHNOLOGIES PRIVATE LIMITED" and a fresh certificate of change of name was issued to the company on January 17, 2014. The Permanent Account Number (PAN) of the company is AABCP6380Q.

APT is engaged in manufacturing of fluid bed equipment, tablet coater machines, and similar equipment for pharmaceutical and nutraceutical industry. Further, APT is also providing integrated solutions for granulation, tablet coating & wash in place / clean in place systems to pharmaceutical and nutraceutical industry.

- II. **ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED** (hereinafter referred to as "PAM" or "Transferee Company"), is a private limited company within the meaning of the Companies Act, 2013, having its registered office at Plot No. 127, Kandivali Industrial Estate, Kandivali (West), Mumbai, Maharashtra - 400067, India and Corporate Identity Number ("CIN") U24239MH1972PTC015632. PAM was originally incorporated as company limited by shares on February 21, 1972 under the Companies Act, 1956 under the name of "PAM PHARMACEUTICAL AND ALLIED MACHINERY COMPANY PRIVATE LIMITED". Thereafter, pursuant to Section 23 of the Companies Act, 1956, the name of the company was changed to "ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED" and a fresh certificate of change of name was issued to the company on June 23, 2010. The Permanent Account Number (PAN) of the company is AAACP4776H.

PAM is engaged in the business of manufacturing capsule-filling machines, tablet presses, blister packing and cartoning machines for pharma and non-pharma companies globally.

- III. This Scheme of Amalgamation provides for the amalgamation of the Transferor Company with the Transferee Company pursuant to Sections 230 to 232 and other relevant provisions of the Company Act, 2013 and consequent dissolution of the Transferor Company without winding up. This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

**B. Rationale for the Scheme**

The amalgamation of the Transferor Company with the Transferee Company would inter alia have the following benefits:

- a. The consolidation of operations of the Transferor Company and the Transferee Company by way of amalgamation will lead to a more efficient utilization of capital, administrative

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and operational rationalization and promote organizational efficiencies. It will prevent cost duplication that can erode financial efficiencies of the holding structure and the resultant operations will be more cost-efficient with the achievement of greater economies of scale, reduction in overheads and improvement in various other operating parameters.

- b. The amalgamation will result in the formation of a stronger company with a larger capital and asset base and enable the combined business to be pursued more conveniently and advantageously. The amalgamation will have beneficial results for the amalgamating companies, their stakeholders and all concerned.
- c. Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the competitive position of the combined entity.
- d. Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- e. Cost savings are expected to flow from more focused operational efforts, rationalization, standardisation and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.

In view of the aforesaid, the Board of Directors of the Transferor Company and the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Company with the Transferee Company in order to benefit the stakeholders of both the companies. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire Undertaking (*as defined below*) and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 230 to Section 232 and other relevant provisions of the Act.

### C. Parts of the Scheme

This Scheme of Amalgamation is divided into the following parts:

- (i) **Part I** deals with definitions of the terms used in this Scheme of Amalgamation and sets out the share capital of the Transferor Company and the Transferee Company;
- (ii) **Part II** deals with the transfer and vesting of the Undertaking (*as defined below*) of the Transferor Company to and in the Transferee Company;
- (iii) **Part III** deals with the Consideration i.e., issue of new equity shares and preference shares by the Transferee Company to the eligible members of the Transferor Company;
- (iv) **Part IV** deals with the accounting treatment for the amalgamation in the books of the Transferee Company and dividends;
- (v) **Part V** deals with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

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D. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with the relevant provisions of the Income Tax Act, 1961 including but not limited to Section 2(1B) and Section 47 thereof.

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**PART I**  
**DEFINITIONS AND SHARE CAPITAL**

**1. DEFINITIONS**

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

- 1.1. **"Act"** means the Companies Act, 2013, the rules and regulations made thereunder and will include any statutory re-enactment or amendment(s) thereto, from time to time;
- 1.2. **"Appointed Date"** means April 01, 2022 or such other date as may be fixed or approved by the Governmental Authority;
- 1.3. **"Board of Directors"** or **"Board"** means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof;
- 1.4. **"Companies"** shall mean collectively Transferee Company and Transferor Company;
- 1.5. **"Effective Date"** means the last of the dates on which the certified or authenticated copies of the order of the National Company Law Tribunal sanctioning the Scheme are filed with the Registrar of Companies by the Transferor Company and by the Transferee Company. Any references in this Scheme to the date of **"coming into effect of this Scheme"** or **"effectiveness of this Scheme"** or **"Scheme taking effect"** shall mean the Effective Date;
- 1.6. **"Equity Shares"** means equity shares of the Transferee Company, having face value of Rs 100/- (Hundred only), per share fully paid.
- 1.7. **"Governmental Authority"** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India including but not limited to Regional Director, Registrar of Companies, and National Company Law Tribunal;
- 1.8. **"NCLT"** means the Hon'ble National Company Law Tribunal, Mumbai Bench, Mumbai;
- 1.9. **"Record Date"** means the date to be fixed by the Board of Directors of the Transferee Company for the purpose of determining the members/shareholders of the Transferor Company to whom shares of the Transferee Company will be issued and allotted in terms of the Scheme.
- 1.10. **"Registrar of Companies"** means the Registrar of Companies, Mumbai.
- 1.11. **"Scheme"** means this Scheme of Amalgamation between the Transferor Company and the Transferee Company and their respective shareholders as submitted to the NCLT together with any modification(s) approved or directed by the NCLT;

1.12. **"Transferor Company"** means ACG Pharma Technologies Private Limited, Transferor Company (CIN: U29251MH1996PTC104558) is a private limited company

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incorporated under the Companies Act, 1956 having its registered office at 1001, Dalamal House, 10<sup>th</sup> Floor Nariman Point, Mumbai, Maharashtra - 400021, India;

1.13. **"Transferee Company"** means ACG PAM Pharma Technologies Private Limited, Transferee Company (CIN: U24239MH1972PTC015632), is a private limited company incorporated under the Companies Act, 1956, having its registered office at Plot No. 127, Kandivali Industrial Estate, Kandivali (West), Mumbai, Maharashtra - 400067, India;

1.14. **"Undertaking"** means the whole of the undertaking and entire business of the Transferor Company as a going concern, including (without limitation):

- (i) All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, sundry debtors, furniture, fixtures, office equipment, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in its subsidiaries, cash balances or deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the Transferor Company and advantages of whatsoever nature and wheresoever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;
- (ii) All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Company, of every kind, nature and description, arising, raised or incurred or utilised;

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- (iii) All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Company;
- (iv) All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Company;
- (v) All permanent employees engaged by the Transferor Company as on the Effective Date.
- (vi) All rights, entitlements, export/import incentives and benefits including advance licenses, bids, tenders (at any stage as it may be), letters of intent, expressions of interest, development rights (whatever vested or potential and whether under agreements or otherwise), subsidies, tenancies in relation to office, benefit of any deposits privileges, all other rights, receivables, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements, including technological licensing agreements, and all other interests in connection with or relating thereto;
- (vii) All intellectual property rights created, developed or invented by employees concentrated on the research, development or marketing of products (including process development or enhancement) in connection with the Transferor Company;
- (viii) All benefits and privileges under letters of permission and letters of approvals, all tax credits, including goods and services tax and other Input credits, refunds; reimbursements, claims, exemptions, benefits under service tax laws, value added tax, purchase tax, sales tax or any other duty or tax or cess or imposts under central or state law including sales tax deferrals, advance taxes, tax deducted at source, right to carry forward and set-off unabsorbed losses, if any and depreciation, deductions and benefits under the Income Tax Act, 1961.

It is intended that the definition of Undertaking of the Transferor Company under this clause will enable the transfer of all property, assets, rights, duties, obligations, entitlements, benefits, employees and liabilities of Transferor Company with Transferee Company pursuant to this Scheme becoming effective.

All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force.

2. **SHARE CAPITAL**

For ACG Pharma Technologies Pvt. Ltd.  
For ACG Pam Pharma Technologies Pvt. Ltd.

For ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED  
For ACG Pharma Technologies Pvt. Ltd.

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2.1. **Transferor Company**

The Authorised, Issued, Subscribed and Paid-up share capital of the Transferor Company as on January 31, 2022 is as follows:

| Particulars   | Amount (in Rs.)          |
|---|--------------------------|
| <b>Authorised Share Capital</b>   |                          |
| 5,00,000 Equity Shares of Rs. 100 each;                                     | 5,00,00,000              |
| 10,00,000 10% Redeemable Preference Shares of Rs. 10 each;                  | 1,00,00,000              |
| 2,00,000 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 each;    | 20,00,000                |
| 12,00,00,000 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 each. | 120,00,00,000            |
| <b>Total</b>  | <b>Rs. 126,20,00,000</b> |
| <b>Issued, Subscribed and Paid-up Capital</b>                               |                          |
| 2,12,832 Equity Shares of Rs. 100 each;                                     | 2,12,83,200              |
| 1,74,950 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 each;    | 17,49,500                |
| 12,00,00,000 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 each. | 120,00,00,000            |
| <b>Total</b>  | <b>Rs. 122,30,32,700</b> |

2.2. **Transferee Company**

The Authorised, Issued, Subscribed and Paid-up share capital of the Transferee Company as on January 31, 2022 is as follows:

| Particulars  | Amount (in Rs.)          |
|--|--------------------------|
| <b>Authorised Share Capital</b>                              |                          |
| 27,52,100 Equity Shares of Rs. 100 each;                     | 27,52,10,000             |
| 8,45,00,000 10% Redeemable Preference Shares of Rs. 10 each; | 84,50,00,000             |
| 6,05,00,000 11% Redeemable Preference Shares of Rs. 10 each. | 60,50,00,000             |
| <b>Total</b>   | <b>Rs. 172,52,10,000</b> |
| <b>Issued, Subscribed and Paid-up Capital</b>                |                          |
| 24,444 Equity Shares of Rs. 100 each;                        | 24,44,400                |
| 1,96,68,876 10% Redeemable Preference Shares of Rs. 10 each; | 19,66,88,760             |
| 3,53,20,881 11% Redeemable Preference Shares of Rs. 10 each; | 35,32,08,810             |
| <b>Total</b>   | <b>Rs. 55,23,41,970</b>  |

2.3. As on date of approval by the Board, the authorized, issued, subscribed and paid-up capital of the Transferor Company and Transferee Company remains the same as stated hereinabove.

3. **DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme set out herein in its present form or with any modifications approved or imposed or directed by NCLT or Governmental Authority shall be operative from the Appointed Date but shall be effective from the Effective Date.

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## PART II

## TRANSFER AND VESTING OF UNDERTAKING

## 4. TRANSFER OF UNDERTAKING

- 4.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the Undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
- 4.2. Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire Undertaking(s) of the Transferor Company, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets, tangible or Intangible assets (whether or not recorded in the books of account of the Transferor Company) of the Transferor Company comprising, amongst others, all freehold land, leasehold land, building, plants, motor vehicles, manufacturing facilities, laboratories receivables, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, containers, telephones, telex, facsimile and other communication facilities and business licenses, licenses under Factories Act, manufacturing licenses, permits, deposits, authorisations, approvals, recognitions and registrations granted by the Department of Scientific & Industrial Research to the in-house research and development units established, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret, brands, registrations, licenses including other intellectual property rights, proprietary rights, title, interest, contracts, no objection certificates, deeds, bonds, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages and benefits, approvals, filings, dossiers, copyrights, industrial designs, trade secrets, know-how, data, formulations, technology, methodology, manufacturing procedures and techniques, test procedures, brand names, trade names and domain names, and all other interests in connection with or relating to and product registrations, applications and authorisations for product registrations, and all other interests exclusively relating to the goods or services, shall, under the provisions of Sections 230 to 232 of the Act, and pursuant to the orders of the NCLT sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking(s) of the Transferee Company.
- 4.3. **Transfer of Assets:**
- 4.3.1. Without prejudice to the generality of Clause 4.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

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- 4.3.1.1. All the assets and properties comprised in the Transferor Company of whatsoever nature and wheresoever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company.
- 4.3.1.2. Without prejudice to the provisions of Clause 4.3.1.1 above, in respect of such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.
- 4.3.1.3. In respect of movables other than those dealt with in Clause 4.3.1.2 above including sundry debts, receivables, bills, credits, loans and advances of the Transferor Company, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any Company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.
- 4.3.1.4. All interests of the Transferor Company in their respective subsidiaries and associates as on the Appointed Date will become the interests, subsidiaries and associates of the Transferee Company.
- 4.3.1.5. All the licenses, permits, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
- 4.3.2. The Transferor Company shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by NCLT under and in accordance with Sections 230 and 232 and all other applicable

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provisions, if any, of the Act, the said debtors should pay to the Transferee Company the debt, loan or advance or make the same on account of the Transferor Company and the right of the Transferor Company to recover or realize the same stands extinguished.


- 4.3.3. All assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the respective Transferor Company, and all assets and properties which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme. Provided, however, that no onerous assets shall have been acquired by the Transferor Company after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

4.4. **Transfer of Liabilities:**

- 4.4.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities relating to and comprised in the Transferor Company including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations (herein referred to as the "**Liabilities**"), shall, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.
- 4.4.2. All debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, whether or not provided in the books of the respective Transferor Company, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.
- 4.4.3. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged or satisfied by the Transferor

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Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.

- 4.4.4. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.
- 4.5. **Encumbrances**
- 4.5.1. The transfer and vesting of the assets comprised in the Transferor Company to and in the Transferee Company under Clauses 4.1 and 4.3 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- 4.5.2. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the Transferor Company after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Company over its assets after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.
- 4.5.3. The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking transferred to and vested in the Transferee Company by virtue of this Scheme.
- 4.5.4. Any reference in any security documents or arrangements (to which the Transferor Company are a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Company to give formal effect to the above provisions, if required.

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- 4.5.5. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- 4.5.6. It is expressly provided that, no other term or condition of the Liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.5.7. The provisions of this Clause 4.5 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.
- 4.6. **Inter - se Transactions:**  
Without prejudice to the provisions of Clauses 4.1 to 4.5, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes.

**5. CONTRACTS, DEEDS, ETC.**

- 5.1. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which the Transferor Company are a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder.
- 5.2. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.
- 5.3. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall without any further act or deed, stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder.

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and the rights and benefits under the same shall be available to the Transferee Company.

## 6. LEGAL PROCEEDINGS

On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertaking, in the same manner and to the same extent as would or might have been initiated by the Transferor Company as the case may be, had the Scheme not be made; If any suit, appeal or other proceedings relating to the Undertaking, of whatever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Undertaking or by anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

## 7. CONDUCT OF BUSINESS

7.1. With effect from the Appointed Date and up to and including the Effective Date:

7.1.1. The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the Transferee Company.

7.1.2. All the profits or income accruing or arising to the Transferor Company and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company.

7.1.3. Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.

7.2. With effect from the first of the date of filing of this Scheme with the NCLT and up to and including the Effective Date:

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7.2.1. The Transferor Company shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group Company or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances:

7.2.1.1. if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with NCLT; or

7.2.1.2. if the same is permitted by this Scheme; or

7.2.1.3. if consent of the Board of Directors of the Transferee Company has been obtained.

7.2.2. The Transferor Company shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and operations other than decisions already taken prior to approval of the Scheme by the respective Board of Directors (ii) any agreement or transaction; (iii) any new business, or discontinue any existing business or change the capacity of facilities; and such other matters as the Transferee Company may notify from time to time save and except in each case in the following circumstances:

7.2.2.1. if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with NCLT; or

7.2.2.2. if the same is permitted by this Scheme; or

7.2.2.3. if consent of the Board of Directors of the Transferee Company has been obtained.

### 7.3. Treatment of Taxes

7.3.1. Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956, any other state Sales Tax /Value Added Tax laws, service tax, luxury tax, stamp laws, Goods and Service Tax (GST) or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

7.3.2. All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, GST etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, GST etc.), whether by way of deduction at

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source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

- 7.3.3. Any refund under the Tax Laws due to Transferor Company consequent to the assessments made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 7.3.4. Without prejudice to the generality of the above, all benefits including under the income tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, GST etc., to which the Transferor Company are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

#### 8. STAFF WORKMEN AND EMPLOYEES

8.1. Upon the coming into effect of this Scheme:

- 8.1.1. All the permanent employees of the Transferor Company who are in its employment as on the Effective Date shall become the permanent employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favourable than those on which they are engaged or employed by the Transferor Company. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Board of Directors of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, validly entered into by the Transferor Company with any union/employee of the Transferor Company (as may be recognized by the Transferor Company). After the Effective Date, the Transferee Company shall be entitled to vary the terms and conditions as to employment and remuneration of the employees of the Transferor Company on the same basis as it may do for the employees of the Transferee Company.
- 8.1.2. The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Company or any other special funds created or existing for the benefit of the concerned permanent employees of the Transferor Company (collectively referred to as the "Funds") and the investments made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds of the Transferee Company. In the event that

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the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the Transferee Company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to such funds of the Transferee Company.

#### 9. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

### PART III CONSIDERATION

#### 10. ISSUE OF SHARES BY THE TRANSFEREE COMPANY

10.1. Upon the Scheme coming into effect and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot to each member/ shareholders of the Transferor Company whose name is recorded in the register of members / shareholders as on the Record Date (or to their respective heirs, executors, administrators or other legal representatives or the successors-in-title, as the case may be), the following shares:

*"11 (Eleven) Equity shares of face value Rs. 100 (One Hundred) each of the Transferee Company as fully paid up for every 1000 (One Thousand) Equity shares of face value Rs. 100 (One Hundred) each of the Transferor Company to the equity shareholders of the Transferor Company holding equity shares in the Transferor Company"*

*"1 (One) 12% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferee Company as fully paid up for every 1 (One) 12% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferor Company to such redeemable preference shareholders of the Transferor Company holding 12% Non-Cumulative Redeemable Preference Shares in the Transferor Company"*

*"1 (One) 9% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferee Company as fully paid up for every 1 (One) 9% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferor Company to such redeemable preference shareholders of the Transferor Company holding 9% Non-Cumulative Redeemable Preference Shares in the Transferor Company"*

It is clarified that no cash consideration shall be paid by the Transferee Company to the Transferor Company or its shareholders.

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- 10.2. The aforesaid ratio for the issue of shares by the Transferee Company against the shares held by the shareholders in the Transferor Company is based on the recommendations made in the Share Entitlement Report dated February 23, 2022 issued by Mr. Ashutosh Dwivedi, Registered Valuer.
- 10.3. The redeemable preference shares shall be issued and allotted to the redeemable preference shareholders of the Transferor Company pursuant to Clause 10.1 above as per the Terms and Conditions set out in the Schedule I and Schedule II hereto.
- 10.4. Pursuant to the Scheme, the shares of the Transferor Company held by its equity shareholders and preference shareholder (if any), shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. The said equity shares and preference shares of Transferor Company held in physical form shall be deemed to have been automatically cancelled without any requirement to surrender the certificates for shares held by the shareholders of the Transferor Company.
- 10.5. Any fractional entitlement arising out of the issue and allotment of the shares (both equity shares and redeemable preference shares) issued by the Transferee Company pursuant to Clause 10 of the Scheme, shall be rounded up to the next integer and be issued free from all liens, charges, equitable interests, encumbrances and other third-party rights of any nature whatsoever.
- 10.6. The Equity Shares in the Transferee Company to be issued to the shareholders of the Transferor Company shall be subject to the Memorandum and Articles of Association of the Transferee Company and the Equity Shares so issued shall rank *pari-passu* in all respects with the existing Equity Shares of the Transferee Company.
- 10.7. In the event of there being any pending share transfers/transmission, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferor Company shall be empowered, in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Transferor Company, as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor/ transferee of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company upon the effectiveness of the Scheme. The Board of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Transferee Company on account of difficulties faced in the transition period.
- 10.8. The shares (both equity shares and redeemable preference shares) to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of the Transferee Company and shall be deemed to be in compliance with the Act, and other notifications, guidelines issued by the statutory/regulatory authorities in India.
- 10.9. Approval of the Scheme by the shareholders of Transferee Company shall be deemed to be due compliance of the provisions of section 42, 62 if any and other relevant or applicable provisions of the Companies Act, 2013 and Rules made thereunder for the issue and allotment of the Equity shares by Transferee Company to the shareholders of Transferor Company as provided hereinabove.

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10.10. Notwithstanding anything contrary contained herein, the Transferor Company and Transferee Company are allowed to redeem the Preference Shares held by the shareholders before the Effective Date as per the terms and conditions on which the Preference Shares were issued. No provisions of the Scheme shall be construed in any manner which restrict the Transferor Company and Transferee Company for redemption of Preference Shares as per the terms and conditions on which the Preference Shares were issued.

#### 11. INCREASE AND RECLASSIFICATION IN AUTHORISED SHARE CAPITAL

- 11.1. Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act of deed, and without payment of any registration or filing fee on such combined Authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Clause V of the Memorandum of Association of the Transferee Company shall stand altered in the manner as provided below.
- 11.2. It further clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as maybe required under the Act.
- 11.3. Upon the Scheme becoming effective, Clause V of the Memorandum of Association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and substituted pursuant to Section 13 and other applicable provisions of the Act, as set out below:
- "The Authorised Share Capital of the Company is Rs. 298,72,10,000 (Rupees Two Hundred Ninety-Eight Crore Seventy-Two Lakh Ten Thousand only) divided into 32,52,100 (Thirty-Two Lakh Fifty-Two Thousand One Hundred) Equity Shares of Rs. 100 (Rupees One Hundred only) each, 8,55,00,000 (Eight Crores Fifty-Five Lakh) 10% Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each, 6,05,00,000 (Six Crore Five Lakh) 11% Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each, 2,00,000 (Two Lakh) 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each, and 12,00,00,000 (Twelve Crore) 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each."
- 11.4. The increased authorized share capital of the Transferee Company shall be available for the issuance of shares, if any, for discharge of the Consideration in accordance with the Scheme.
- 11.5. It is hereby clarified that the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient and no further resolution(s) under Section 13, 14, 61, 64 or any other applicable provisions of the Act, would be required to be separately passed. Transferee Company shall file the amended copy of its Memorandum of Association and Articles of Association and all requisite forms and complete the compliance and procedural requirements under the Act, if any, to give

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effect for such increase in the Authorized Share Capital with the Registrar of Companies.

- 11.6. It is hereby clarified that for the purposes of increasing the Authorized Share Capital in Memorandum of Association in accordance, the sanction of the NCLT shall be deemed to be sufficient.

#### PART IV

#### ACCOUNTING TREATMENT

#### 12. ACCOUNTING TREATMENT

- 12.1. Upon the Scheme coming into effect from the Appointed Date, Transferee Company shall account in its books of accounts as mentioned under and in accordance with the Indian Accounting Standard (IND AS) 103 (Appendix C- Business combinations for entities under common control) for Business Combination prescribed under Section 133 of the Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles, as may be amended from time to time.
- 12.2. Comparative accounting period presented in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period in the financial statements.
- 12.3. Please note it is hereby clarified that in case of any difference in the accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.
- 12.4. Upon the Scheme coming into effect from the Appointed Date, the Transferor Company shall stand dissolved, hence no accounting treatment is prescribed for the Transferor Company pursuant to this Scheme.
- 12.5. The amalgamation of Transferor Company with the Transferee Company in terms of this Scheme shall take place with effect from the Appointed Date and shall be in accordance with the provisions of Section 2(1B) of the Income Tax Act, 1961.
- 12.6. Notwithstanding the above, the Transferee Company, in consultation with their statutory auditors, are authorized to account for this Scheme and effect thereof in any manner whatsoever as may be deemed fit in accordance with the applicable accounting standards as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles.

#### 13. DIVIDENDS

- 13.1. The Transferee Company shall be entitled to declare and make a distribution / pay dividend, whether interim or final, and / or issue bonus shares to their respective

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members / shareholders prior to the Effective Date, in accordance with Applicable Law. Any declaration of dividend or other distribution of capital or income by the Transferee Company shall be consistent with the past practice.

- 13.2. It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions and shall not be deemed to confer any right on any shareholder of the Transferee Company, to demand or claim or be entitled to any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board and subject to approval, if required, of the shareholders of the Transferee Company.

#### 14. POWER TO GIVE EFFECT TO THIS PART

- 14.1. The Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.
- 14.2. Upon coming into effect of the Scheme, the Transferee Company and/or the Transferor Company shall, with reasonable dispatch apply for transition of all licenses and statutory registrations of the Transferee Company including but not limited to product registrations (including applications and authorizations for product registrations), manufacturing licenses, product permissions, certificates, market authorizations, filings, (including experience and prequalification submissions), industrial licences, municipal permissions, approvals, consent, permits, incentives and subsidies. The period between the Effective Date and the last date on which the transfer of all such aforementioned licenses and statutory registrations have occurred is hereinafter referred to as "Transitory Period".

### PART V

#### DISSOLUTION OF TRANSFEROR COMPANY AND GENERAL TERMS AND CONDITIONS

##### 15. DISSOLUTION OF TRANSFEROR COMPANY

On the coming into effect of this Scheme, the Transferor Company shall stand dissolved without winding-up, and the Board of Directors and any committees thereof of the Transferor Company shall without any further act, instrument or deed be and stand dissolved.

##### 16. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of this Scheme the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like

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resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

#### 17. MODIFICATION OF SCHEME


- 17.1. Subject to approval of NCLT, the Transferor Company and the Transferee Company by their respective Board of Directors or any director/executives or any committee authorised in that behalf (hereinafter referred to as the "Delegate") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which NCLT or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Transferor Company and the Transferee Company may in their discretion accept, or such modification(s) or addition(s) as the Board of Directors of the Transferor Company and the Transferee Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Transferor Company and the Transferee Company by their respective Boards of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by NCLT or any Governmental Authorities, which the Board of Directors of the Transferor Company or the Transferee Company find unacceptable for any reason, then the Transferor Company and the Transferee Company shall be at liberty to withdraw the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.
- 17.2. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates (acting jointly) of the Transferor Company and Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any of the Transferor Company) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. For the avoidance of doubt it is clarified that where this Scheme requires the approval of the Board of Directors of the Transferor Company or the Transferee Company to be obtained for any matter, the same may be given through their Delegates.

#### 18. COMPLIANCE WITH TAX LAWS AS APPLICABLE TO THE SCHEME

- 18.1. This Scheme is in compliance with the conditions relating to "amalgamation" as specified under Section 2(1 B) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other

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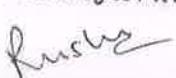
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reason whatsoever, till the time the Scheme becomes effective, the provisions of the said Section of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1 B) of the IT Act.

- 18.2. On or after the Effective Date, the Companies shall have the right to revise their financial statements and tax returns (including withholding tax returns) along with the prescribed forms, filings and annexures under the provisions of the IT Act (including for the purpose of re-computing income tax under the normal provisions, minimum alternative tax, and claiming other tax benefits), Wealth Tax Act, 1957, customs duty law, central sales tax, applicable state value added tax, service tax laws, excise duty laws, Goods and Services tax, VAT law or other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax, tax deducted at source, goods and service tax, etc), and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 18.3. As and from the Effective Date, all tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. Further, all tax proceedings shall not in any way be prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- 18.4. Any tax liabilities under the IT Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, Goods and Service tax, VAT law or other applicable laws/ regulations dealing with taxes, duties, levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred or stand transferred to Transferee Company. Any surplus in the provision for taxation / duties/ levies account including advance tax and tax deducted at source and MAT credit as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 18.5. Any refund under the IT Act, Wealth-tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company due to Transferor Company consequent to the assessment made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 18.6. Any tax payment (including, without limitation, income-tax, minimum alternate tax, taxes withheld/ paid in a foreign country, dividend distribution tax, securities transaction tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax, etc whether by way of deduction at source, advance tax or otherwise, howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by Transferor Company/ Transferee Company including on payables to Transferee Company/ Transferor

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Company on account of investments (if any) held by the Transferee Company in the Transferor Company which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

18.7. Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company under the IT Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws / regulations dealing with taxes / duties / levies shall be made or deemed to be have been made and duly complied with by the Transferee Company.

18.8. All deductions otherwise admissible to the Transferor Company including payment admissible on actual payment or on deduction of appropriate taxes or on payment or tax deducted at source (such as under Sections 40, 40A, 43B, etc of the IT Act) shall be available for deduction to the Transferee Company as it would have been available to the Transferor Company.

#### 19. SEVERABILITY

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

#### 20. FILING OF APPLICATIONS

The Transferor Company and the Transferee Company shall use their best efforts to make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act, before the respective NCLT for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

#### 21. APPROVALS

The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Company.

#### 22. NO COMPROMISE OR COMPOSITION

22.1. The Scheme does not involve any compromise or composition with the creditors of the Transferor Company or the Transferee Company and the rights of the creditors of the Transferor Company and the Transferee Company are not affected in any manner.

22.2. Subject to foregoing, the charge and/or security of the secured creditors of the Transferor Company and the Transferee Company shall remain unaffected by this Scheme.

#### 23. SCHEME CONDITIONAL UPON SANCTIONS, ETC.

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This Scheme is conditional upon and subject to:

- i. The Scheme being agreed to by the requisite majority of the respective members and/or creditors of the Transferor Company and of the Transferee Company as required under the Act and the requisite orders of the NCLT being obtained; and
- ii. The certified copies of the orders of the NCLT sanctioning this Scheme being filed with the Registrar of Companies.

#### 24. MISCELLANEOUS

- 24.1. On the approval of the Scheme by the members and creditors of the Companies pursuant to Section 230 of the Act, it shall be deemed that the said members have also accorded all relevant consents under other provisions of the Act to the extent the same may be considered applicable for the purpose of this Scheme.
- 24.2. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company in respect of the immovable properties vested in it. Any inchoate title or possessory title of the Transferor Company or its predecessor companies shall be deemed to be the title of the Transferee Company.
- 24.3. Further, the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if the Board of Directors of the Transferor Company and the Transferee Company are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have an adverse implication(s) on all or any of the Transferor Company or the Transferee Companies.
- 24.4. If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the any of the Transferor Company and /or the Transferee Company, then in such case the Transferor Company and /or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Company and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part. Without prejudice to above, if the modification required is not acceptable, then the Companies can withdraw the Scheme.
- 24.5. No investigation or proceedings under the Companies Act, 1956 and the Companies Act, 2013 are proceeding against the Transferor Company and the Transferee Company.
- 24.6. There is no adverse effect of Scheme on any director, key managerial personnel, promoters, non-promoter members, creditors and employees of the Transferor Company and the Transferee Company.

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## 25. COSTS, CHARGES, EXPENSES AND STAMP DUTY

All costs, charges and expenses including but not limited to any stamp duty or registration fees or any lease premium payable on any deed, document, instrument or the NCLT Order pertaining to this Scheme or in connection with this Scheme and incidental to the completion of the merger of the Transferor Company with the Transferee Company in pursuance of this Scheme shall be borne and paid by the Transferee Company. The Transferee Company shall be eligible for deduction of such expenditure incurred as per Section 35DD of the Income Tax Act, 1961.

## 26. WITHDRAWAL OF THE SCHEME

The Companies shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the Board of Directors of the respective Companies prior to the Effective Date. In such a case, the Companies shall respectively bear their own cost or as may be mutually agreed.

## 27. NO CASUE OF ACTION

No third party claiming to have acted or changed his position in anticipation of the Scheme taking effect, shall get any cause of action against the Transferor Company or Transferee Company or their directors or officers, if this Scheme does not take effect or is withdrawn, cancelled, revoked, amended or modified for any reason whatsoever.

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**Schedule I**  
**Terms of Issue of 12% Non-Cumulative Redeemable Preference Shares ("RPS")**

| Sr. No. | Particulars                     | Terms   |
|---------|---------------------------------|---|
| 1.      | <b>Face Value</b>               | The RPS issued pursuant to clause 10.1 of Part III of the Scheme shall have a face value of Rs. 10 (Rupees Ten only) each   |
| 2.      | <b>Coupon</b>                   | 12% per annum, payable annually, subject to deduction of taxes at source, if applicable   |
| 3.      | <b>Accumulation of Dividend</b> | The RPS shall be non-cumulative, non-convertible and non-participating in nature. The RPS will qualify for preferential payment of dividend at the rate set out above from the date of allotment.   |
| 4.      | <b>Voting Rights</b>            | The holder of RPS shall have the right to vote in accordance with Section 47 of the Companies Act, 2013.  |
| 5.      | <b>Tenure</b>                   | The RPS shall be redeemed anytime within 5 years from the date of allotment at any time at the option of Board of Directors of Transferee Company.  |
| 6.      | <b>Redemption</b>               | Redemption of RPS would be done at face value of Rs. 10 (Rupees Ten) and premium of Rs. 990 (Rupees Nine Hundred and Ninety only) at the option of the Transferee Company any time before or at the expiry of Tenure.   |
| 7.      | <b>Winding up</b>               | RPS holders shall have a right to receive repayment of the capital paid-up, up to the commencement of winding up, in priority to any payment of capital on the equity shares out of the surplus of Transferee Company but shall not have any further right to participate in the profits or assets of the Transferee Company. |

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**Schedule II**  
**Terms of Issue of 9% Non-Cumulative Redeemable Preference Shares ("RPS")**

| Sr. No. | Particulars                     | Terms   |
|---------|---------------------------------|---|
|         | <b>Face Value</b>               | The RPS issued pursuant to clause 10.1 of Part III of the Scheme shall have a face value of Rs. 10 (Rupees Ten only) each   |
|         | <b>Coupon</b>                   | 9% per annum, payable annually, subject to deduction of taxes at source, if applicable  |
|         | <b>Accumulation of Dividend</b> | The RPS shall be non-cumulative, non-convertible and non-participating in nature. The RPS will qualify for preferential payment of dividend at the rate set out above from the date of allotment.   |
|         | <b>Voting Rights</b>            | The holder of RPS shall have the right to vote in accordance with Section 47 of the Companies Act, 2013.  |
|         | <b>Tenure</b>                   | The RPS shall be redeemed anytime within 5 years from the date of allotment at any time at the option of Board of Directors of Transferee Company.  |
|         | <b>Redemption</b>               | Redemption of RPS would be done at face value of Rs. 10 (Rupees Ten) at the option of the Transferee Company any time before or at the expiry of Tenure.  |
|         | <b>Winding up</b>               | RPS holders shall have a right to receive repayment of the capital paid-up, up to the commencement of winding up, in priority to any payment of capital on the equity shares out of the surplus of Transferee Company but shall not have any further right to participate in the profits or assets of the Transferee Company. |

For ACG Pam Pharma Technologies Pvt. Ltd

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# ACG

## Annexure - D

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ACG PHARMA TECHNOLOGIES PRIVATE LIMITED (COMPANY) HELD ON FRIDAY 20th JANUARY 2023 AT ROCKDALE BUNGALOW, PLOT NO. 226, B.J.ROAD, BANDSTAND, BANDRA WEST, MUMBAI-400050**

**MODIFICATION IN THE SCHEME OF AMALGAMATION BETWEEN ACG PHARMA TECHNOLOGIES PRIVATE LIMITED AND ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

The chairman apprised the board that it was anticipated that the Scheme would be accorded sanction by the Hon'ble National Company Law Tribunal (Mumbai) before the closure of FY 2022-23, however, the same could not be achieved. In order to avoid operational impediments and management hardships that may arise in giving effect to the Scheme in retrospective manner i.e., on 01.04.2022, it is resolved to amend the Appointed date to 01.04.2023 from earlier proposed Appointed Date of 01.04.2022.

The proposed modification does not adversely affect the rights and interests of any shareholders or creditors of **ACG PHARMA TECHNOLOGIES PRIVATE LIMITED** ("Transferor Company"). Further, it was also appraised that the preferential and equity shareholders of the Transferor Company have already by way of affidavits dated 05.03.2022 have authorized the board to alter or modify the Scheme. The Secured Creditors of the Transferor Company have granted similar authorization to the board by way of an affidavit dated 11.03.2022 to alter or modify the Scheme.

**RESOLVED THAT**, paragraph 1 (1.2) of the Scheme be and is hereby modified as under:

**"1. DEFINITIONS**


*In this Scheme, unless repugnant to the meaning or context thereof, the following expression shall have the following meaning:*

.....

1.2 "**Appointed Date**" means **April 01, 2023**, or such other date as may be fixed or approved by the Governmental Authority;

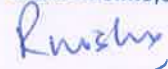
....."

**For ACG Pharma Technologies Private Limited**

  
Karan Singh  
Director  
DIN: 00901342  
Place: Mumbai

For ACG Pharma Technologies Pvt. Ltd. For ACG PAM PHARMA TECHNOLOGIES PVT LTD.

  
Authorised Signatory

  
AUTHORISED SIGNATORY

**Regd. Office :**

1001, Dalamal House, Nariman Point, Mumbai - 400 021, India.  
Phone : +91 22 2287 2557-2559

**ACG Pharma Technologies Private Limited**

Factory : 1100, Shirwal Taluka - Khandala, Dist. Satara - 412 801, Maharashtra, India.  
Phone : +91 2169 304 500/501 | Website : www.acg-world.com  
CIN No. : U29251MH1996PTC104558 | GST No. : 27AABCP6380Q1ZQ



# ACG

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS' OF ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED (COMPANY) HELD ON FRIDAY 20<sup>TH</sup> JANUARY 2023 AT ROCKDALE BUNGALOW, PLOT NO. 226, B. J. ROAD, BANDSTAND, BANDRA (WEST), MUMBAI- 400050.**

**MODIFICATION IN THE SCHEME OF AMALGAMATION BETWEEN ACG PHARMA TECHNOLOGIES PRIVATE LIMITED AND ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS:**

The chairman apprised the board that it was anticipated that the Scheme would be accorded sanction by the Hon'ble National Company Law Tribunal (Mumbai) before the closure of FY 2022-23, however, the same could not be achieved. In order to avoid operational impediments and management hardships that may arise in giving effect to the Scheme in retrospective manner, i.e., on 01.04.2022, it is resolved to amend the Appointed date to 01.04.2023 from the earlier proposed Appointed Dated of 01.04.2022.

The proposed modification does not adversely affect the rights and interests of any shareholders or creditors of **ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED** ("**Transferee Company**"). Further, it was also apprised that the preference and equity shareholders of the Transferee Company have already by way of affidavits dated 05.03.2022 have authorized the board to alter or modify the Scheme. The Secured Creditors of the Transferor Company have granted similar authorization to the board by way of affidavits dated 08.03.2022 and 11.03.2022 to alter or modify the Scheme.

**RESOLVED THAT**, paragraph 1 (1.2) of the Scheme be and is hereby modified:

**"1. DEFINITIONS**

*In this Scheme, unless repugnant to the meaning or context thereof, the following expression shall have the following meaning:*

.....

1.2 "**Appointed Date**" means **April 01, 2023**, or such other date as may be fixed or approved by the Governmental Authority;

....."

**Certified True Copy**  
**For ACG Pam Pharma Technologies Private Limited**


*Karan Singh*  
**Karan Singh**  
**Managing Director**  
**DIN: 00901342**  
**Place: Mumbai**  
**Date : 20<sup>th</sup> January, 2023**


For ACG PAM PHARMA TECHNOLOGIES PVT LTD.

*Krushna*  
For ACG Pharma Technologies Pvt. Ltd. AUTHORIZED SIGNATORY.  
*Krushna*  
Authorized Signatory

**Annexure - E**

**SCHEME OF AMALGAMATION**  
**UNDER SECTIONS 230 TO 232 OF THE COMPANY ACT, 2013**  
**OF**  
**ACG PHARMA TECHNOLOGIES PRIVATE LIMITED**  
**(THE "TRANSFEROR COMPANY")**  
**AND**  
**ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED**  
**(THE "TRANSFeree COMPANY")**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

For ACG Pharma Technologies Pvt. Ltd.  
  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.  
  
AUTHORISED SIGNATORY.

GENERAL

**A. Description of Company and Background**

- I. ACG PHARMA TECHNOLOGIES PRIVATE LIMITED** (hereinafter referred to as “APT” or “Transferor Company”), is a private limited company within the meaning of the Companies Act, 2013, having its registered office at 1001, Dalamal House, 10<sup>th</sup> Floor Nariman Point, Mumbai, Maharashtra – 400021, India and Corporate Identity Number (“CIN”) U29251MH1996PTC104558. APT was originally incorporated as company limited by shares on December 17, 1996 under the Companies Act, 1956 under the name of “PAM-GLATT PHARMA TECHNOLOGIES PRIVATE LIMITED”. Thereafter, pursuant to Section 23 of the Companies Act, 1956, the name of the company was changed to “ACG PHARMA TECHNOLOGIES PRIVATE LIMITED” and a fresh certificate of change of name was issued to the company on January 17, 2014. The Permanent Account Number (PAN) of the company is AABCP6380Q.

APT is engaged in manufacturing of fluid bed equipment, tablet coater machines, and similar equipment for pharmaceutical and nutraceutical industry. Further, APT is also providing integrated solutions for granulation, tablet coating & wash in place / clean in place systems to pharmaceutical and nutraceutical industry.

- II. ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED** (hereinafter referred to as “PAM” or “Transferee Company”), is a private limited company within the meaning of the Companies Act, 2013, having its registered office at Plot No. 127, Kandivali Industrial Estate, Kandivali (West), Mumbai, Maharashtra – 400067, India and Corporate Identity Number (“CIN”) U24239MH1972PTC015632. PAM was originally incorporated as company limited by shares on February 21, 1972 under the Companies Act, 1956 under the name of “PAM PHARMACEUTICAL AND ALLIED MACHINERY COMPANY PRIVATE LIMITED”. Thereafter, pursuant to Section 23 of the Companies Act, 1956, the name of the company was changed to “ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED” and a fresh certificate of change of name was issued to the company on June 23, 2010. The Permanent Account Number (PAN) of the company is AAACP4776H.

PAM is engaged in the business of manufacturing capsule-filling machines, tablet presses, blister packing and cartoning machines for pharma and non-pharma companies globally.

- III.** This Scheme of Amalgamation provides for the amalgamation of the Transferor Company with the Transferee Company pursuant to Sections 230 to 232 and other relevant provisions of the Company Act, 2013 and consequent dissolution of the Transferor Company without winding up. This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

**B. Rationale for the Scheme**

The amalgamation of the Transferor Company with the Transferee Company would inter alia have the following benefits:

- a. The consolidation of operations of the Transferor Company and the Transferee Company by way of amalgamation will lead to a more efficient utilization of capital, administrative

For ACG Pharma Technologies

*Rushu*  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES

*Rushu*  
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and operational rationalization and promote organizational efficiencies. It will prevent cost duplication that can erode financial efficiencies of the holding structure and the resultant operations will be more cost-efficient with the achievement of greater economies of scale, reduction in overheads and improvement in various other operating parameters.

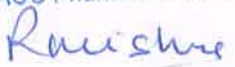
- b. The amalgamation will result in the formation of a stronger company with a larger capital and asset base and enable the combined business to be pursued more conveniently and advantageously. The amalgamation will have beneficial results for the amalgamating companies, their stakeholders and all concerned.
- c. Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the competitive position of the combined entity.
- d. Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- e. Cost savings are expected to flow from more focused operational efforts, rationalization, standardisation and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.

In view of the aforesaid, the Board of Directors of the Transferor Company and the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Company with the Transferee Company in order to benefit the stakeholders of both the companies. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire Undertaking (*as defined below*) and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 230 to Section 232 and other relevant provisions of the Act.

### C. Parts of the Scheme

This Scheme of Amalgamation is divided into the following parts:

- (i) **Part I** deals with definitions of the terms used in this Scheme of Amalgamation and sets out the share capital of the Transferor Company and the Transferee Company;
- (ii) **Part II** deals with the transfer and vesting of the Undertaking (*as defined below*) of the Transferor Company to and in the Transferee Company;
- (iii) **Part III** deals with the Consideration i.e., issue of new equity shares and preference shares by the Transferee Company to the eligible members of the Transferor Company;
- (iv) **Part IV** deals with the accounting treatment for the amalgamation in the books of the Transferee Company and dividends;
- (v) **Part V** deals with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integral thereto.

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- D. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with the relevant provisions of the Income Tax Act, 1961 including but not limited to Section 2(1B) and Section 47 thereof.

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For ACG Pharma Technologies Pvt. Ltd.

  
— Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.

  
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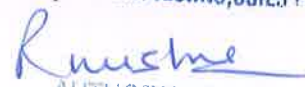
**PART I  
DEFINITIONS AND SHARE CAPITAL**

**1. DEFINITIONS**

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

- 1.1. "**Act**" means the Companies Act, 2013, the rules and regulations made thereunder and will include any statutory re-enactment or amendment(s) thereto, from time to time;
- 1.2. "**Appointed Date**" means April 01, 2023 or such other date as may be fixed or approved by the Governmental Authority;
- 1.3. "**Board of Directors**" or "**Board**" means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof;
- 1.4. "**Companies**" shall mean collectively Transferee Company and Transferor Company;
- 1.5. "**Effective Date**" means the last of the dates on which the certified or authenticated copies of the order of the National Company Law Tribunal sanctioning the Scheme are filed with the Registrar of Companies by the Transferor Company and by the Transferee Company. Any references in this Scheme to the date of "**coming into effect of this Scheme**" or "**effectiveness of this Scheme**" or "**Scheme taking effect**" shall mean the Effective Date;
- 1.6. "**Equity Shares**" means equity shares of the Transferee Company, having face value of Rs 100/- (Hundred only), per share fully paid.
- 1.7. "**Governmental Authority**" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India including but not limited to Regional Director, Registrar of Companies, and National Company Law Tribunal;
- 1.8. "**NCLT**" means the Hon'ble National Company Law Tribunal, Mumbai Bench, Mumbai;
- 1.9. "**Record Date**" means the date to be fixed by the Board of Directors of the Transferee Company for the purpose of determining the members/shareholders of the Transferor Company to whom shares of the Transferee Company will be issued and allotted in terms of the Scheme.
- 1.10. "**Registrar of Companies**" means the Registrar of Companies, Mumbai.
- 1.11. "**Scheme**" means this Scheme of Amalgamation between the Transferor Company and the Transferee Company and their respective shareholders as submitted to the NCLT together with any modification(s) approved or directed by the NCLT;
- 1.12. "**Transferor Company**" means ACG Pharma Technologies Private Limited, Transferor Company (CIN: U29251MH1996PTC104558) is a private limited company

  
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incorporated under the Companies Act, 1956 having its registered office at 1001, Dalamal House, 10<sup>th</sup> Floor Nariman Point, Mumbai, Maharashtra – 400021, India;

1.13. **"Transferee Company"** means ACG PAM Pharma Technologies Private Limited, Transferee Company (CIN: U24239MH1972PTC015632), is a private limited company incorporated under the Companies Act, 1956, having its registered office at Plot No. 127, Kandivali Industrial Estate, Kandivali (West), Mumbai, Maharashtra – 400067, India;

1.14. **"Undertaking"** means the whole of the undertaking and entire business of the Transferor Company as a going concern, including (without limitation):

- (i) All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, sundry debtors, furniture, fixtures, office equipment, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in its subsidiaries, cash balances or deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the Transferor Company and advantages of whatsoever nature and wheresoever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;

- (ii) All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Company, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;

For ACG Pharma Technologies Pvt. Ltd.

*Rushie*

Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD.

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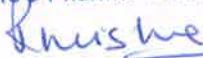
- (iii) All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Company;
- (iv) All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Company;
- (v) All permanent employees engaged by the Transferor Company as on the Effective Date.
- (vi) All rights, entitlements, export/import incentives and benefits including advance licenses, bids, tenders (at any stage as it may be), letters of intent, expressions of interest, development rights (whatever vested or potential and whether under agreements or otherwise), subsidies, tenancies in relation to office, benefit of any deposits privileges, all other rights, receivables, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements, including technological licensing agreements, and all other interests in connection with or relating thereto;
- (vii) All intellectual property rights created, developed or invented by employees concentrated on the research, development or marketing of products (including process development or enhancement) in connection with the Transferor Company;
- (viii) All benefits and privileges under letters of permission and letters of approvals, all tax credits, including goods and services tax and other Input credits, refunds; reimbursements, claims, exemptions, benefits under service tax laws, value added tax, purchase tax, sales tax or any other duty or tax or cess or imposts under central or state law including sales tax deferrals, advance taxes, tax deducted at source, right to carry forward and set-off unabsorbed losses, if any and depreciation, deductions and benefits under the Income Tax Act, 1961.

It is intended that the definition of Undertaking of the Transferor Company under this clause will enable the transfer of all property, assets, rights, duties, obligations, entitlements, benefits, employees and liabilities of Transferor Company with Transferee Company pursuant to this Scheme becoming effective.


All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force.

## 2. SHARE CAPITAL

For ACG Pharma Technologies Pvt. Ltd.



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2.1. **Transferor Company**

The Authorised, Issued, Subscribed and Paid-up share capital of the Transferor Company as on January 31, 2022 is as follows:

| Particulars   | Amount (in Rs.)          |
|---|--------------------------|
| <b><u>Authorised Share Capital</u></b>                                      |                          |
| 5,00,000 Equity Shares of Rs. 100 each;                                     | 5,00,00,000              |
| 10,00,000 10% Redeemable Preference Shares of Rs. 10 each;                  | 1,00,00,000              |
| 2,00,000 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 each;    | 20,00,000                |
| 12,00,00,000 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 each. | 120,00,00,000            |
| <b>Total</b>  | <b>Rs. 126,20,00,000</b> |
| <b><u>Issued, Subscribed and Paid-up Capital</u></b>                        |                          |
| 2,12,832 Equity Shares of Rs. 100 each;                                     | 2,12,83,200              |
| 1,74,950 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 each;    | 17,49,500                |
| 12,00,00,000 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 each. | 120,00,00,000            |
| <b>Total</b>  | <b>Rs. 122,30,32,700</b> |

2.2. **Transferee Company**

The Authorised, Issued, Subscribed and Paid-up share capital of the Transferee Company as on January 31, 2022 is as follows:

| Particulars  | Amount (in Rs.)          |
|--|--------------------------|
| <b><u>Authorised Share Capital</u></b>                       |                          |
| 27,52,100 Equity Shares of Rs. 100 each;                     | 27,52,10,000             |
| 8,45,00,000 10% Redeemable Preference Shares of Rs. 10 each; | 84,50,00,000             |
| 6,05,00,000 11% Redeemable Preference Shares of Rs. 10 each. | 60,50,00,000             |
| <b>Total</b>   | <b>Rs. 172,52,10,000</b> |
| <b><u>Issued, Subscribed and Paid-up Capital</u></b>         |                          |
| 24,444 Equity Shares of Rs. 100 each;                        | 24,44,400                |
| 1,96,68,876 10% Redeemable Preference Shares of Rs. 10 each; | 19,66,88,760             |
| 3,53,20,881 11% Redeemable Preference Shares of Rs. 10 each; | 35,32,08,810             |
| <b>Total</b>   | <b>Rs. 55,23,41,970</b>  |

2.3. As on date of approval by the Board, the authorized, issued, subscribed and paid-up capital of the Transferor Company and Transferee Company remains the same as stated hereinabove.

3. **DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme set out herein in its present form or with any modifications approved or imposed or directed by NCLT or Governmental Authority shall be operative from the Appointed Date but shall be effective from the Effective Date.

For ACG Pharma Technologies Pvt. Ltd.

*R. Nishu*  
Authorised Signatory

For ACG PHARMA TECHNOLOGIES PVT. LTD.

*R. Nishu*  
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## PART II

## TRANSFER AND VESTING OF UNDERTAKING

## 4. TRANSFER OF UNDERTAKING

4.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the Undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

4.2. Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire Undertaking(s) of the Transferor Company, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets, tangible or Intangible assets (whether or not recorded in the books of account of the Transferor Company) of the Transferor Company comprising, amongst others, all freehold land, leasehold land, building, plants, motor vehicles, manufacturing facilities, laboratories receivables, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, containers, telephones, telex, facsimile and other communication facilities and business licenses, licenses under Factories Act, manufacturing licenses, permits, deposits, authorisations, approvals, recognitions and registrations granted by the Department of Scientific & Industrial Research to the in-house research and development units established, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret, brands, registrations, licenses including other intellectual property rights, proprietary rights, title, interest, contracts, no objection certificates, deeds, bonds, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages and benefits, approvals, filings, dossiers, copyrights, industrial designs, trade secrets, know-how, data, formulations, technology, methodology, manufacturing procedures and techniques, test procedures, brand names, trade names and domain names, and all other interests in connection with or relating to and product registrations, applications and authorisations for product registrations, and all other interests exclusively relating to the goods or services, shall, under the provisions of Sections 230 to 232 of the Act, and pursuant to the orders of the NCLT sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking(s) of the Transferee Company.

4.3. **Transfer of Assets:**

4.3.1. Without prejudice to the generality of Clause 4.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

For ACG Pharma Technologies Pvt. Ltd.




Authorised Signatory

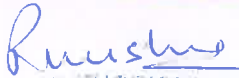
For ACG PAM PHARMA TECHNOLOGIES PVT LTD.



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- 4.3.1.1. All the assets and properties comprised in the Transferor Company of whatsoever nature and wheresoever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company.
- 4.3.1.2. Without prejudice to the provisions of Clause 4.3.1.1 above, in respect of such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.
- 4.3.1.3. In respect of movables other than those dealt with in Clause 4.3.1.2 above including sundry debts, receivables, bills, credits, loans and advances of the Transferor Company, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any Company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.
- 4.3.1.4. All interests of the Transferor Company in their respective subsidiaries and associates as on the Appointed Date will become the interests, subsidiaries and associates of the Transferee Company.
- 4.3.1.5. All the licenses, permits, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits,, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
- 4.3.2. The Transferor Company shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by NCLT under and in accordance with Sections 230 and 232 of the Companies Act, 2013, the following provisions shall apply to the

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provisions, if any, of the Act, the said debtors should pay to the Transferee Company the debt, loan or advance or make the same on account of the Transferor Company and the right of the Transferor Company to recover or realize the same stands extinguished.

- 4.3.3. All assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the respective Transferor Company, and all assets and properties which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme. Provided, however, that no onerous assets shall have been acquired by the Transferor Company after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

4.4. **Transfer of Liabilities:**

- 4.4.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities relating to and comprised in the Transferor Company including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations (herein referred to as the "**Liabilities**"), shall, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.
- 4.4.2. All debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, whether or not provided in the books of the respective Transferor Company, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.

- 4.4.3. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged or satisfied by the Transferor

For AGG Pharma Technologies Pvt. Ltd.

Rusha

Authorised Signatory

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Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.

4.4.4. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

#### 4.5. Encumbrances

4.5.1. The transfer and vesting of the assets comprised in the Transferor Company to and in the Transferee Company under Clauses 4.1 and 4.3 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

4.5.2. All the existing securities, mortgages, charges, encumbrances or liens (the "**Encumbrances**"), if any, as on the Appointed Date and created by the Transferor Company after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Company over its assets after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

4.5.3. The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking transferred to and vested in the Transferee Company by virtue of this Scheme.

4.5.4. Any reference in any security documents or arrangements (to which the Transferor Company are a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Company to give formal effect to the above provisions, if required.

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- 4.5.5. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- 4.5.6. It is expressly provided that, no other term or condition of the Liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.5.7. The provisions of this Clause 4.5 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.
- 4.6. **Inter - se Transactions:**  
Without prejudice to the provisions of Clauses 4.1 to 4.5, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes.

## 5. CONTRACTS, DEEDS, ETC.

- 5.1. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which the Transferor Company are a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder.
- 5.2. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.
- 5.3. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall without any further act or deed, stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations of the Transferor Company shall be deemed to be the obligations of the Transferee Company.

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and the rights and benefits under the same shall be available to the Transferee Company.

## 6. LEGAL PROCEEDINGS

On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertaking, in the same manner and to the same extent as would or might have been initiated by the Transferor Company as the case may be, had the Scheme not be made; If any suit, appeal or other proceedings relating to the Undertaking, of whatever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Undertaking or by anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

## 7. CONDUCT OF BUSINESS

7.1. With effect from the Appointed Date and up to and including the Effective Date:

7.1.1. The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the Transferee Company.

7.1.2. All the profits or income accruing or arising to the Transferor Company and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company.

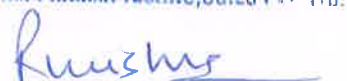
7.1.3. Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.

7.2. With effect from the first of the date of filing of this Scheme with the NCLT and up to and including the Effective Date:

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7.2.1. The Transferor Company shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group Company or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances:

7.2.1.1. if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with NCLT; or

7.2.1.2. if the same is permitted by this Scheme; or

7.2.1.3. if consent of the Board of Directors of the Transferee Company has been obtained.

7.2.2. The Transferor Company shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and operations other than decisions already taken prior to approval of the Scheme by the respective Board of Directors (ii) any agreement or transaction; (iii) any new business, or discontinue any existing business or change the capacity of facilities; and such other matters as the Transferee Company may notify from time to time save and except in each case in the following circumstances:

7.2.2.1. if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with NCLT; or

7.2.2.2. if the same is permitted by this Scheme; or

7.2.2.3. if consent of the Board of Directors of the Transferee Company has been obtained.

### 7.3. Treatment of Taxes

7.3.1. Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956, any other state Sales Tax /Value Added Tax laws, service tax, luxury tax, stamp laws, Goods and Service Tax (GST) or other applicable laws/ regulations (hereinafter in this Clause referred to as "**Tax Laws**") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

7.3.2. All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, GST etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, GST etc.), whether by way of deduction at

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source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

7.3.3. Any refund under the Tax Laws due to Transferor Company consequent to the assessments made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

7.3.4. Without prejudice to the generality of the above, all benefits including under the income tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, GST etc., to which the Transferor Company are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

## 8. STAFF WORKMEN AND EMPLOYEES

8.1. Upon the coming into effect of this Scheme:

8.1.1. All the permanent employees of the Transferor Company who are in its employment as on the Effective Date shall become the permanent employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favourable than those on which they are engaged or employed by the Transferor Company. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Board of Directors of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, validly entered into by the Transferor Company with any union/employee of the Transferor Company (as may be recognized by the Transferor Company). After the Effective Date, the Transferee Company shall be entitled to vary the terms and conditions as to employment and remuneration of the employees of the Transferor Company on the same basis as it may do for the employees of the Transferee Company.

8.1.2. The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Company or any other special funds created or existing for the benefit of the concerned permanent employees of the Transferor Company (collectively referred to as the "Funds") and the investments made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds of the Transferee Company. In the event that

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the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the Transferee Company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to such funds of the Transferee Company.

## 9. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

## PART III CONSIDERATION

### 10. ISSUE OF SHARES BY THE TRANSFEREE COMPANY

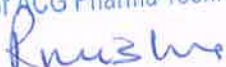
10.1. Upon the Scheme coming into effect and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot to each member/ shareholders of the Transferor Company whose name is recorded in the register of members / shareholders as on the Record Date (or to their respective heirs, executors, administrators or other legal representatives or the successors-in-title, as the case may be), the following shares:

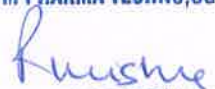
*"11 (Eleven) Equity shares of face value Rs. 100 (One Hundred) each of the Transferee Company as fully paid up for every 1000 (One Thousand) Equity shares of face value Rs. 100 (One Hundred) each of the Transferor Company to the equity shareholders of the Transferor Company holding equity shares in the Transferor Company"*

*"1 (One) 12% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferee Company as fully paid up for every 1 (One) 12% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferor Company to such redeemable preference shareholders of the Transferor Company holding 12% Non-Cumulative Redeemable Preference Shares in the Transferor Company"*

*"1 (One) 9% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferee Company as fully paid up for every 1 (One) 9% Non-Cumulative Redeemable Preference Shares of face value Rs. 10 (Ten) each of the Transferor Company to such redeemable preference shareholders of the Transferor Company holding 9% Non-Cumulative Redeemable Preference Shares in the Transferor Company"*


It is clarified that no cash consideration shall be paid by the Transferee Company to the Transferor Company or its shareholders.

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- 10.2. The aforesaid ratio for the issue of shares by the Transferee Company against the shares held by the shareholders in the Transferor Company is based on the recommendations made in the Share Entitlement Report dated February 23, 2022 issued by Mr. Ashutosh Dwivedi, Registered Valuer.
- 10.3. The redeemable preference shares shall be issued and allotted to the redeemable preference shareholders of the Transferor Company pursuant to Clause 10.1 above as per the Terms and Conditions set out in the Schedule I and Schedule II hereto.
- 10.4. Pursuant to the Scheme, the shares of the Transferor Company held by its equity shareholders and preference shareholder (if any), shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. The said equity shares and preference shares of Transferor Company held in physical form shall be deemed to have been automatically cancelled without any requirement to surrender the certificates for shares held by the shareholders of the Transferor Company.
- 10.5. Any fractional entitlement arising out of the issue and allotment of the shares (both equity shares and redeemable preference shares) issued by the Transferee Company pursuant to Clause 10 of the Scheme, shall be rounded up to the next integer and be issued free from all liens, charges, equitable interests, encumbrances and other third-party rights of any nature whatsoever.
- 10.6. The Equity Shares in the Transferee Company to be issued to the shareholders of the Transferor Company shall be subject to the Memorandum and Articles of Association of the Transferee Company and the Equity Shares so issued shall rank *pari-passu* in all respects with the existing Equity Shares of the Transferee Company.
- 10.7. In the event of there being any pending share transfers/transmission, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferor Company shall be empowered, in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Transferor Company, as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor/ transferee of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company upon the effectiveness of the Scheme. The Board of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Transferee Company on account of difficulties faced in the transition period.
- 10.8. The shares (both equity shares and redeemable preference shares) to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of the Transferee Company and shall be deemed to be in compliance with the Act, and other notifications, guidelines issued by the statutory/regulatory authorities in India.
- 10.9. Approval of the Scheme by the shareholders of Transferee Company shall be deemed to be due compliance of the provisions of section 42, 62 if any and other relevant or applicable provisions of the Companies Act, 2013 and Rules made thereunder for the issue and allotment of the Equity shares by Transferee Company to the shareholders of Transferor Company as provided hereinabove.

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10.10. Notwithstanding anything contrary contained herein, the Transferor Company and Transferee Company are allowed to redeem the Preference Shares held by the shareholders before the Effective Date as per the terms and conditions on which the Preference Shares were issued. No provisions of the Scheme shall be construed in any manner which restrict the Transferor Company and Transferee Company for redemption of Preference Shares as per the terms and conditions on which the Preference Shares were issued.

## 11. INCREASE AND RECLASSIFICATION IN AUTHORISED SHARE CAPITAL

11.1. Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act of deed, and without payment of any registration or filing fee on such combined Authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Clause V of the Memorandum of Association of the Transferee Company shall stand altered in the manner as provided below.

11.2. It further clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as maybe required under the Act.

11.3. Upon the Scheme becoming effective, Clause V of the Memorandum of Association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and substituted pursuant to Section 13 and other applicable provisions of the Act, as set out below:

“The Authorised Share Capital of the Company is Rs. 298,72,10,000 (Rupees Two Hundred Ninety-Eight Crore Seventy-Two Lakh Ten Thousand only) divided into 32,52,100 (Thirty-Two Lakh Fifty-Two Thousand One Hundred) Equity Shares of Rs. 100 (Rupees One Hundred only) each, 8,55,00,000 (Eight Crores Fifty-Five Lakh) 10% Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each, 6,05,00,000 (Six Crore Five Lakh) 11% Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each, 2,00,000 (Two Lakh) 12% Non-Cumulative Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each, and 12,00,00,000 (Twelve Crore) 9% Non-Cumulative Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each.”

11.4. The increased authorized share capital of the Transferee Company shall be available for the issuance of shares, if any, for discharge of the Consideration in accordance with the Scheme.

11.5. It is hereby clarified that the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient and no further resolution(s) under Section 13, 14, 61, 64 or any other applicable provisions of the Act, would be required to be separately passed. Transferee Company shall file the amended copy of its Memorandum of Association and Articles of Association and all requisite forms and complete the compliance and procedural requirements, under the Act, to give

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effect for such increase in the Authorized Share Capital with the Registrar of Companies.

- 11.6. It is hereby clarified that for the purposes of increasing the Authorized Share Capital in Memorandum of Association in accordance, the sanction of the NCLT shall be deemed to be sufficient.

#### PART IV

#### ACCOUNTING TREATMENT

#### 12. ACCOUNTING TREATMENT

- 12.1. Upon the Scheme coming into effect from the Appointed Date, Transferee Company shall account in its books of accounts as mentioned under and in accordance with the Indian Accounting Standard (IND AS) 103 (Appendix C- Business combinations for entities under common control) for Business Combination prescribed under Section 133 of the Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles, as may be amended from time to time.
- 12.2. Comparative accounting period presented in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period in the financial statements.
- 12.3. Please note it is hereby clarified that in case of any difference in the accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.
- 12.4. Upon the Scheme coming into effect from the Appointed Date, the Transferor Company shall stand dissolved, hence no accounting treatment is prescribed for the Transferor Company pursuant to this Scheme.
- 12.5. The amalgamation of Transferor Company with the Transferee Company in terms of this Scheme shall take place with effect from the Appointed Date and shall be in accordance with the provisions of Section 2(1B) of the Income Tax Act, 1961.
- 12.6. Notwithstanding the above, the Transferee Company, in consultation with their statutory auditors, are authorized to account for this Scheme and effect thereof in any manner whatsoever as may be deemed fit in accordance with the applicable accounting standards as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles.

#### 13. DIVIDENDS

- 13.1. The Transferee Company shall be entitled to declare and make a distribution / pay dividend, whether interim or final, and / or issue bonus shares to their respective

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members / shareholders prior to the Effective Date, in accordance with Applicable Law. Any declaration of dividend or other distribution of capital or income by the Transferee Company shall be consistent with the past practice.

- 13.2. It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions and shall not be deemed to confer any right on any shareholder of the Transferee Company, to demand or claim or be entitled to any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board and subject to approval, if required, of the shareholders of the Transferee Company.

#### 14. POWER TO GIVE EFFECT TO THIS PART

- 14.1. The Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.
- 14.2. Upon coming into effect of the Scheme, the Transferee Company and/or the Transferor Company shall, with reasonable dispatch apply for transition of all licenses and statutory registrations of the Transferee Company including but not limited to product registrations (including applications and authorizations for product registrations), manufacturing licenses, product permissions, certificates, market authorizations, filings, (including experience and prequalification submissions), industrial licences, municipal permissions, approvals, consent, permits, incentives and subsidies. The period between the Effective Date and the last date on which the transfer of all such aforementioned licenses and statutory registrations have occurred is hereinafter referred to as "Transitory Period".

### PART V

#### DISSOLUTION OF TRANSFEROR COMPANY AND GENERAL TERMS AND CONDITIONS

#### 15. DISSOLUTION OF TRANSFEROR COMPANY

On the coming into effect of this Scheme, the Transferor Company shall stand dissolved without winding-up, and the Board of Directors and any committees thereof of the Transferor Company shall without any further act, instrument or deed be and stand dissolved.

#### 16. VALIDITY OF EXISTING RESOLUTIONS, ETC.

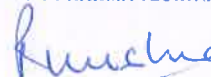
Upon the coming into effect of this Scheme the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like

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resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

## 17. MODIFICATION OF SCHEME

17.1. Subject to approval of NCLT, the Transferor Company and the Transferee Company by their respective Board of Directors or any director/executives or any committee authorised in that behalf (hereinafter referred to as the "**Delegate**") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which NCLT or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Transferor Company and the Transferee Company may in their discretion accept, or such modification(s) or addition(s) as the Board of Directors of the Transferor Company and the Transferee Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Transferor Company and the Transferee Company by their respective Boards of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by NCLT or any Governmental Authorities, which the Board of Directors of the Transferor Company or the Transferee Company find unacceptable for any reason, then the Transferor Company and the Transferee Company shall be at liberty to withdraw the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

17.2. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates (acting jointly) of the Transferor Company and Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any of the Transferor Company) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. For the avoidance of doubt it is clarified that where this Scheme requires the approval of the Board of Directors of the Transferor Company or the Transferee Company to be obtained for any matter, the same may be given through their Delegates.

## 18. COMPLIANCE WITH TAX LAWS AS APPLICABLE TO THE SCHEME

18.1. This Scheme is in compliance with the conditions relating to "amalgamation" as specified under Section 2(1 B) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other

For ACG Pharma Technologies Pvt. Ltd.

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Authorised Signatory

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reason whatsoever, till the time the Scheme becomes effective, the provisions of the said Section of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1 B) of the IT Act.

- 18.2. On or after the Effective Date, the Companies shall have the right to revise their financial statements and tax returns (including withholding tax returns) along with the prescribed forms, filings and annexures under the provisions of the IT Act (including for the purpose of re-computing income tax under the normal provisions, minimum alternative tax, and claiming other tax benefits), Wealth Tax Act, 1957, customs duty law, central sales tax, applicable state value added tax, service tax laws, excise duty laws, Goods and Services tax, VAT law or other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax, tax deducted at source, goods and service tax, etc), and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 18.3. As and from the Effective Date, all tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. Further, all tax proceedings shall not in any way be prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- 18.4. Any tax liabilities under the IT Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, Goods and Service tax, VAT law or other applicable laws/ regulations dealing with taxes, duties, levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred or stand transferred to Transferee Company. Any surplus in the provision for taxation / duties/ levies account including advance tax and tax deducted at source and MAT credit as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 18.5. Any refund under the IT Act, Wealth-tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company due to Transferor Company consequent to the assessment made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 18.6. Any tax payment (including, without limitation, income-tax, minimum alternate tax, taxes withheld/ paid in a foreign country, dividend distribution tax, securities transaction tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax, etc whether by way of deduction at source, advance tax or otherwise, howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by Transferor Company/ Transferee Company including on payables to Transferee Company/ Transferor

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Company on account of investments (if any) held by the Transferee Company in the Transferor Company which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

18.7. Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company under the IT Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws / regulations dealing with taxes / duties / levies shall be made or deemed to be have been made and duly complied with by the Transferee Company.

18.8. All deductions otherwise admissible to the Transferor Company including payment admissible on actual payment or on deduction of appropriate taxes or on payment or tax deducted at source (such as under Sections 40, 40A, 43B, etc of the IT Act) shall be available for deduction to the Transferee Company as it would have been available to the Transferor Company.

## 19. SEVERABILITY

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

## 20. FILING OF APPLICATIONS

The Transferor Company and the Transferee Company shall use their best efforts to make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act, before the respective NCLT for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

## 21. APPROVALS

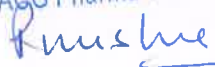
The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Company.


## 22. NO COMPROMISE OR COMPOSITION

22.1. The Scheme does not involve any compromise or composition with the creditors of the Transferor Company or the Transferee Company and the rights of the creditors of the Transferor Company and the Transferee Company are not affected in any manner.

22.2. Subject to foregoing, the charge and/or security of the secured creditors of the Transferor Company and the Transferee Company shall remain unaffected by this Scheme.

## 23. SCHEME CONDITIONAL UPON SANCTIONS, ETC.

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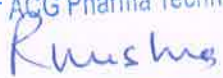
For ACG PAM PHARMA TECHNOLOGIES  
  
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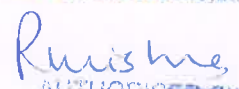
This Scheme is conditional upon and subject to:

- i. The Scheme being agreed to by the requisite majority of the respective members and/or creditors of the Transferor Company and of the Transferee Company as required under the Act and the requisite orders of the NCLT being obtained; and
- ii. The certified copies of the orders of the NCLT sanctioning this Scheme being filed with the Registrar of Companies.

## 24. MISCELLANEOUS

- 24.1. On the approval of the Scheme by the members and creditors of the Companies pursuant to Section 230 of the Act, it shall be deemed that the said members have also accorded all relevant consents under other provisions of the Act to the extent the same may be considered applicable for the purpose of this Scheme.
- 24.2. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company in respect of the immovable properties vested in it. Any inchoate title or possessory title of the Transferor Company or its predecessor companies shall be deemed to be the title of the Transferee Company.
- 24.3. Further, the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if the Board of Directors of the Transferor Company and the Transferee Company are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have an adverse implication(s) on all or any of the Transferor Company or the Transferee Companies.
- 24.4. If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the any of the Transferor Company and /or the Transferee Company, then in such case the Transferor Company and /or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Company and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part. Without prejudice to above, if the modification required is not acceptable, then the Companies can withdraw the Scheme.
- 24.5. No investigation or proceedings under the Companies Act, 1956 and the Companies Act, 2013 are proceeding against the Transferor Company and the Transferee Company.
- 24.6. There is no adverse effect of Scheme on any director, key managerial personnel, promoters, non-promoter members, creditors and employees of the Transferor Company and the Transferee Company.

For ACG Pharma Technologies P. A. Ltd.  
  
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For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.  
  
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**25. COSTS, CHARGES, EXPENSES AND STAMP DUTY**

All costs, charges and expenses including but not limited to any stamp duty or registration fees or any lease premium payable on any deed, document, instrument or the NCLT Order pertaining to this Scheme or in connection with this Scheme and incidental to the completion of the merger of the Transferor Company with the Transferee Company in pursuance of this Scheme shall be borne and paid by the Transferee Company. The Transferee Company shall be eligible for deduction of such expenditure incurred as per Section 35DD of the Income Tax Act, 1961.


**26. WITHDRAWAL OF THE SCHEME**

The Companies shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the Board of Directors of the respective Companies prior to the Effective Date. In such a case, the Companies shall respectively bear their own cost or as may be mutually agreed.

**27. NO CASUE OF ACTION**

No third party claiming to have acted or changed his position in anticipation of the Scheme taking effect, shall get any cause of action against the Transferor Company or Transferee Company or their directors or officers, if this Scheme does not take effect or is withdrawn, cancelled, revoked, amended or modified for any reason whatsoever.

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For ACG Pharma Technologies Pvt. Ltd.  
  
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Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.

  
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**Schedule I**  
**Terms of Issue of 12% Non-Cumulative Redeemable Preference Shares ("RPS")**

| Sr. No. | Particulars                     | Terms   |
|---------|---------------------------------|---|
| 1.      | <b>Face Value</b>               | The RPS issued pursuant to clause 10.1 of Part III of the Scheme shall have a face value of Rs. 10 (Rupees Ten only) each   |
| 2.      | <b>Coupon</b>                   | 12% per annum, payable annually, subject to deduction of taxes at source, if applicable   |
| 3.      | <b>Accumulation of Dividend</b> | The RPS shall be non-cumulative, non-convertible and non-participating in nature. The RPS will qualify for preferential payment of dividend at the rate set out above from the date of allotment.   |
| 4.      | <b>Voting Rights</b>            | The holder of RPS shall have the right to vote in accordance with Section 47 of the Companies Act, 2013.  |
| 5.      | <b>Tenure</b>                   | The RPS shall be redeemed anytime within 5 years from the date of allotment at any time at the option of Board of Directors of Transferee Company.  |
| 6.      | <b>Redemption</b>               | Redemption of RPS would be done at face value of Rs. 10 (Rupees Ten) and premium of Rs. 990 (Rupees Nine Hundred and Ninety only) at the option of the Transferee Company any time before or at the expiry of Tenure.   |
| 7.      | <b>Winding up</b>               | RPS holders shall have a right to receive repayment of the capital paid-up, up to the commencement of winding up, in priority to any payment of capital on the equity shares out of the surplus of Transferee Company but shall not have any further right to participate in the profits or assets of the Transferee Company. |

For ACG Pharma Technologies Pvt. Ltd.

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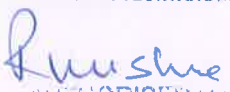
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**Schedule II**  
**Terms of Issue of 9% Non-Cumulative Redeemable Preference Shares ("RPS")**

| Sr. No. | Particulars                     | Terms   |
|---------|---------------------------------|---|
|         | <b>Face Value</b>               | The RPS issued pursuant to clause 10.1 of Part III of the Scheme shall have a face value of Rs. 10 (Rupees Ten only) each   |
|         | <b>Coupon</b>                   | 9% per annum, payable annually, subject to deduction of taxes at source, if applicable  |
|         | <b>Accumulation of Dividend</b> | The RPS shall be non-cumulative, non-convertible and non-participating in nature. The RPS will qualify for preferential payment of dividend at the rate set out above from the date of allotment.   |
|         | <b>Voting Rights</b>            | The holder of RPS shall have the right to vote in accordance with Section 47 of the Companies Act, 2013.  |
|         | <b>Tenure</b>                   | The RPS shall be redeemed anytime within 5 years from the date of allotment at any time at the option of Board of Directors of Transferee Company.  |
|         | <b>Redemption</b>               | Redemption of RPS would be done at face value of Rs. 10 (Rupees Ten) at the option of the Transferee Company any time before or at the expiry of Tenure.  |
|         | <b>Winding up</b>               | RPS holders shall have a right to receive repayment of the capital paid-up, up to the commencement of winding up, in priority to any payment of capital on the equity shares out of the surplus of Transferee Company but shall not have any further right to participate in the profits or assets of the Transferee Company. |

For ACG Pharma Technologies Pvt. Ltd.  
  
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For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.  
  
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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH

ORIGINAL COMPANY JURISDICTION

COMPANY PETITION CP(CAA) NO. \_\_\_\_ / OF2023

CONNECTED WITH

COMPANY APPLICATION NO.CA (CAA) NO. 116 /MB-IV OF 2022

*(Under Section 230-232 of the Companies Act, 2013)*

**In the matter of the Companies Act, 2013**

**And**

**In the matter of Sections 230-232 and other applicable provisions of the  
Companies Act, 2013 read with Companies (Compromises, Arrangements,  
and Amalgamations) Rules, 2016**

**And**

**IN THE MATTER OF SCHEME OF AMALGAMATION OF:**

**ACG PHARMA TECHNOLOGIES PRIVATE LIMITED**, having Corporate Identification Number as U29251MH1996PTC104558 and having its registered office situated at 1001, Dalamal House, 10th Floor Nariman Point, Mumbai, Maharashtra – 400021, India.

**.....Petitioner Company No. 1/Transferor Company**

**And**

**ACG PAM PHARMA TECHNOLOGIES PRIVATE LIMITED**, having Corporate Identification Number as U24239MH1972PTC015632 and having its registered office situated at Plot No. 127, Kandivali Industrial Estate, Kandivali (West), Mumbai, Maharashtra – 400067, India.

**.....Petitioner Company No. 2/ Transferee Company**

For ACG Pharma Technologies Pvt. Ltd. **And**

*Rushme*

Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT LTD

*Rushme*

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**their respective Shareholders and Creditors.**

KNOW ALL too whom these presents shall come that I, Rashmi Mishra, aged 43 years, residing at Garden Tower, 701 A Wing, Lokhandwala Township, Kandivali, Mumbai – 400101, being the authorised signatory of the above named **Petitioner Company No. 1 and Petitioner Company No. 2** do hereby appoint

**R.R. NAIR / TABREZ MALAWAT / SYED HAMZA/ SOURAJIT SARKAR**

E504, BLUEFIELD, GL COMPOUND, PACIFIC ENCLAVE,  
NEAR HIRANANDANI HOSPITAL, POWAI, MUMBAI 400076

Mobile No. 9643243451, 9892809502

Email – [tabrez.malawat@theguild.co.in](mailto:tabrez.malawat@theguild.co.in)

(hereinafter called the advocate/s) to be my/our Advocate in the above noted case and authorize him:

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me or us.

To sign, file verify and present pleadings, appeals, cross objections or petitions for execution, review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for prosecution of the said case in all its stages.

To file and take back documents, to admit and / or deny the documents of opposite party

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.  
For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.

  
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To deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in course of the prosecution of the said case.

To appoint and instruct any Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocates or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I/We undertake that we or my Your duly authorized agent would appeal in the Court on all hearings and will inform the Advocates for appearance when the case is called.

And I/We undersigned, do hereby agree not to hold the Advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which shall receive and retain himself.

And I/ We the undersigned, do hereby, agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid. I/We will not be entitled for the refund of the same in any case whatsoever. Of the case lasts for more than three years, the Advocate shall be entitled for additional fee equivalent to half of the agreed fee for additional three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this      day of April, 2023.

Accepted subject to the terms of fees.

R.R. Nair

Tabrez Malawat

Syed Hamz

Sourajit Sarka

[MAH/29/2012]

[R/1719/2013]

[JK/12015]

[D/4627/2022]

For ACG Pharma Technologies Pvt. Ltd.

  
Authorised Signatory

For ACG PAM PHARMA TECHNOLOGIES PVT. LTD.

  
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